

**Mayor**  
JOE L. PICCOLO  
**City Attorney**  
NICK SAMPINOS  
**City Recorder**  
SHERRIE GORDON  
**City Treasurer**  
SHARI MADRID  
**Finance Director**  
LISA RICHENS



185 EAST MAIN • P.O. BOX 893 • PRICE, UT 84501  
PHONE (435) 637-5010 • FAX (435) 637-7263  
[www.pricecityutah.com](http://www.pricecityutah.com)

**City Council**  
WAYNE CLAUSING  
RICK DAVIS  
KATHY HANNA-SMITH  
LAYNE MILLER  
MILES NELSON

## PUBLIC NOTICE OF MEETING

Public notice is hereby given that the City Council of Price City, Utah, will hold a Regular Meeting in the Council Chambers, 185 East Main, Price, Utah, at 5:30 PM on 10/14/2015. The Mayor reserves the right to modify the sequence of agenda items in order to facilitate special needs.

1. PLEDGE OF ALLEGIANCE
  2. ROLL CALL
  3. PUBLIC COMMENT
  4. COUNCILMEMBERS REPORT
  5. LOWER ELEVATION RESERVOIR PROJECT ADDENDUM #07-15 A-1 - Jones & DeMille Engineering, additional geotechnical engineering services at potential project site. See attached document.
  6. BACKHOE DAMAGE, UNIT 5906, WATER & SEWER DEPARTMENT - 19 year old Case backhoe diagnosed with serious fatigue crack in the boom preventing use. See attached report. Permission sought to repair or replace.
  7. RESOLUTION NO. 2015-21 - A Resolution authorizing not more than \$800,000 water and sewer revenue bonds, to finance water and sewer system improvements; providing for the publication of a Notice of Public Hearing and bonds to be issued; fixing the maximum aggregate principal amount, maturity, interest rate and discount of the bonds; providing for the running of a contest period; and related matters.
- CONSENT AGENDA
8. MINUTES
    - a. September 30, 2015 City Council Meeting
    - b. October 2, 2015 City Council Workshop
  9. BUSINESS LICENSES - Consideration and possible approval for business license for Tractor Supply Company #2018 at 1277 East Main Street,
  10. CITY AUDIT - Consideration and possible approval for an agreement with Smuin, Rich and Marsing for the financial audit ending June 30, 2015, and the Mayor to sign the agreement on behalf of the City.
  11. ADOPT-A-STREET APPLICATION AND AGREEMENT - Consideration and possible approval for Utah State University Eastern (Gary Dart) to adopt 300 East and 400 East Main Street North to Campus beginning September 14, 2015 and ending September 2017.
  12. EASY PROGRAM REIMBURSEMENT - Consideration and possible approval of an EASY Program reimbursement to Tolley Toddlers Daycare at 350 N 400 E for tangible property improvements to public infrastructure.
  13. TRAVEL REQUESTS - Consideration and possible approval for travel for:  
Officer Ralph Vose - Price City Police Department, Arbinger Training, October 26-27, 2015, Salt

Lake City, UT.

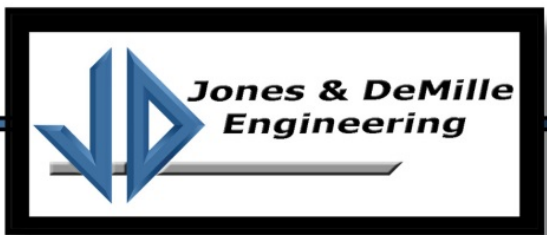
Fire Chief Paul Bedont - Price City Fire Department, State Fire Chiefs and State Fire Marshals meetings and State Winter Fire School, January 6-9, 2016, St. George, UT.

Five (5) Firefighters - Price City Fire Department, State Winter Fire School, January 8-9, 2016, St. George, UT.

14. COMMITTEES
  - a. WATER RESOURCES
  - b. EMERGENCY PLANNING
  - c. COMMUNITY PROGRESS - CULTURE CONNECTION -
  - d. INTERNATIONAL DAYS
15. UNFINISHED BUSINESS
  - a. Recycling

I, Sherrie Gordon, the duly appointed and acting Recorder for Price City, hereby certify that the foregoing City Council Agenda was emailed to the Sun Advocate. The agenda was also posted in City Hall, the City's website at [www.priceutah.net](http://www.priceutah.net), and on the Utah Public Meeting Notice Website <http://www.utah.gov/pmn/index.html> . This meeting may be held electronically via telephone to permit one or more of the council members to participate.

Note: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should contact Sherrie Gordon at 185 E. Main Price, Utah, telephone 435-636-3183 at least 24 hours prior to the meeting.



**CORPORATE**

1535 South 100 West  
Richfield, UT 84701  
435.896.8266

50 South Main, Suite 28  
Manti, UT 84701  
435.835.4540

1675 South Highway 10  
Price, UT 84501  
435.637.8266

45 South 200 West (45-13)  
Roosevelt, UT 84066  
435.722.8267

Broadstone Building #3  
765 East 340 South, Suite 104  
American Fork, UT 84003  
801.692.0219

435 East Tabernacle, Suite 302  
St. George, UT 84770  
435.986.3622

October 5, 2015

Gary Sonntag, P.E.  
Public Works Director  
Price City  
185 East Main Street  
Price, UT 84501

RE: Addendum #07-15-A1 to General Services Agreement  
Design and Construction Engineering Services for Price River Watershed Group ■ Lower  
Elevation Reservoir Study, Phase 2 | Additional Geotechnical Engineering Services

Dear Gary:

We appreciate the opportunity to provide a proposal for the above-referenced project and, specifically, to discuss additional engineering services needed regarding the preferred site. This supplement is in addition to work set forth in Addendum #07-15, dated September 3, 2015, and also has reference to the General Services Agreement between Price Municipal Corporation and Jones & DeMille Engineering dated January 24, 2007.

The proposed scope of work and associated schedule and fees are as follows:

**SCOPE OF WORK**

Based on the site visit and preliminary observations by the geotechnical engineer, the Warehouse Canyon site could be a feasible site in terms of site access and earthwork construction. However, there are some additional questions regarding this site. As stated by Gerhart Cole, "the base of the Warehouse Canyon site is in the Mancos Formation. Materials from this formation can be problematic and often exhibits a significant swell potential. Given this concern, an understanding of the suitability of onsite materials will play a role in selecting the preferred reservoir site from a geotechnical/geologic and construction perspective."

The proposed scope of work for additional geotechnical engineering services is as follows:

1. **Warehouse Canyon Field Study:** Obtain foundation and abutment data and assess potential use of borrow materials near the proposed reservoir. Excavation of 8 to 12 test pits in the proposed reservoir basins.
2. **Laboratory Testing:** Laboratory testing and analyses of samples obtained from field studies. Other testing would include, but not necessarily be limited to: a) grain size distribution; b) moisture content; c) Atterberg limits; and d) pinhole dispersion testing.
3. **Technical Memorandum:** Summary of field and laboratory observations to address risks associated with the use of on-site materials for embankment construction.

*Assumptions:*

1. *Includes the costs associated with excavation of the test pits.*

**SCHEDULE**

J&DE will work to complete the above scope of work in a reasonable, timely manner according to the project and funding needs. An earnest effort will be made to complete the services within 30 days of receipt of the notice to proceed.

**FEES**

The foregoing scope of work for design services can be completed on an hourly basis for an estimated not-to-exceed amount of **\$10,000**. Any adjustments to the scope of work or additional engineering services would also be completed according to the attached standard hourly rates.

**CLOSURE**

We appreciate the selection and opportunity to complete this project for the City. Please let us know if there are questions or concerns. Thank you.

Sincerely,

JONES & DEMILLE ENGINEERING, INC.



Brian Barton, P.E.  
Principal

[1508-242]

Approval to Proceed:

PRICE MUNICIPAL CORPORATION

\_\_\_\_\_  
Joe L. Piccolo, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest: Sherrie Gordon, City Recorder    Date



**Jones & DeMille Engineering, Inc.**

**ENGINEERING SERVICES HOURLY RATES**

As of April 1, 2015

Principal Professional Engineer .....	\$	160.00
Senior Professional Engineer .....	\$	130.00
Structural Engineer .....	\$	120.00
Professional Engineer .....	\$	110.00
Senior Project & Field Manager .....	\$	105.00
Project Engineer In Training .....	\$	90.00
Engineering & Lab Technician Intern .....	\$	50.00
CAD Manager.....	\$	120.00
Senior CAD .....	\$	104.00
GIS Manager.....	\$	90.00
GIS Technician .....	\$	80.00
CAD .....	\$	70.00
Principal Professional Land Surveyor.....	\$	160.00
Professional Land Surveyor .....	\$	105.00
Senior Survey Technician .....	\$	97.00
Survey Technician .....	\$	75.00
1-Person GPS Survey Crew .....	\$	130.00
2-Person GPS Survey Crew .....	\$	195.00
3-Person GPS Survey Crew .....	\$	260.00
1-Person Robotic Total Station Crew .....	\$	112.00
2-Person Robotic Total Station Crew .....	\$	185.00
3-Person Robotic Total Station Crew .....	\$	250.00
Environmental Scientist .....	\$	100.00
Senior Lab & Field Observation Technician .....	\$	93.00
Lab & Field Observation Technician II .....	\$	85.00
Lab & Field Observation Technician I .....	\$	65.00
Senior Project Accountant .....	\$	110.00
Project Accountant .....	\$	80.00
Accounting & Office Manager .....	\$	80.00
Office Technician .....	\$	55.00
Vehicle Mileage.....	<i>per mile</i>	\$ 0.575
4 Wheeler Rental.....	<i>per day</i>	\$ 140.00
4 Wheel Rhino .....	<i>per day</i>	\$ 200.00
Professional Sub-consultants .....		Cost + 15%

**Mayor**  
JOE L. PICCOLO  
**City Attorney**  
NICK SAMPINOS  
**Human Resource &  
Risk Management  
Director**  
JOHN DANIELS, SPHR  
**Public Works Director**  
MILES NELSON  
**City Engineer**  
RUSSELL L. SEELEY, P.E.  
**Supervisor**  
J. SCOTT OLSEN  
**Parks & Cemetery  
Supervisor**  
BRIANNA WELCH  
**Water & Sewer  
Supervisor**  
SAM WHITE



PRICE MUNICIPAL CORPORATION  
**PRICE CITY DEPARTMENT OF PUBLIC WORKS**

432 WEST 600 SOUTH \* P.O. BOX 893, PRICE, UTAH 84501  
PHONE (435) 637-5010 \* FAX (435) 637-5031  
'Engineering, Public Works, Streets & Fleet, Water & Sewer, Parks & Cemetery'

**City Council**  
WAYNE CLAUSING  
RICK DAVIS  
LAYNE MILLER  
KATHY HANNA SMITH  
Visit Us At  
[www.priceutah.net](http://www.priceutah.net)



---

# **REPORT**

# **BACKHOE EVALUATION**

**SUBJECT: Water & Sewer Department 1996 Case Backhoe breakdown...  
Repair or replacement options and action planning...**

***Date: October 9, 2015***

## ***OVERVIEW***

The w/s dept Case backhoe was diagnosed with a crack in the rear digging boom attachment by the City fleet mechanics. The boom would not be able to be repaired and would need to be fully replaced. The cost of the rear boom arm section is \$7,000 and the new installation by a heavy equipment mechanic contractor could be estimated at approximately \$2,000 or \$3,000.

Additional Concerns: The Case backhoe is now 19 years old and is entering the end of service life with the City. The backhoe has low engine power and might need a full re-build of the motor in the future. A cost estimate of engine work might vary from \$5,000 to \$15,000 depending on the work required to make the motor fully operational.

***The Case Backhoe is one of three backhoes assigned to the w/s dept. A detailed description of the three backhoes and their use is as follows:***

***2009 John Deere Backhoe, Unit # 5914***

***3,900 hours***

***6 year old, Average hours per year use: 650***

***Total history of repair costs: \$28,001.91***

The John Deere is the primary dig crew backhoe in the w/s dept. It is used on a daily basis for water leak dig-up, sewer pipeline spot repairs, water service line installations, small water-sewer mainline replacement or new installations and winter snow removal assistance.

**2002 Caterpillar (Cat) Backhoe, Unit # 5904**  
**3,850 hours**  
**13 year old, Average hours per year use: 296**  
**Total history of repair costs: \$30,345.67**

The Cat backhoe is stationed at the water treatment plant in Price Canyon. It performs surface site dirt work, excavations for installations of new pipelines, existing pipeline repairs, scada or electrical digs, sludge removal for the settling pond, snow removal, and forks attachment use for unloading of chemicals-salt-pallets from supply trucks.

**1996 Case Backhoe, Unit # 5906**  
**7,398 hours**  
**19 year old, Average hours per year use: 389**  
**Total history of repair costs: \$14,541.60**

The Case backhoe is the w/s dept back-up dig crew backhoe, used in tandem with large digs for sheep-foot type compaction, for dirt and roadbase truck loading operations, when the in-town operations staff are running two dig crew at the same time, and for winter snow removal assistance when needed.

### ***Current and Future Budget Status***

The w/s dept has not addressed a new purchase or some kind of backhoe lease program in the current budget planning.

The repairs of the Case backhoe will put a strain on the current budget year planning and have been put on hold until administration officials can look at all options.

### ***Backhoe Work Needs Justification***

The w/s dept has many needs for backhoe operations as described above. We will lose redundancy for multiple use needs and reliability of older equipment that could break down at any time. Currently, the Case backhoe is waiting for repairs or replacement approval and is not operational.

### **OPTIONS**

- 1) Do nothing. Rotate the Case backhoe directly to City Auctions with no repairs. Do not replace in the fleet.  
Benefits: No impact costs to the budget, either for repairs or replacement.  
Concerns: The w/s dept will lose redundancy and reliability of backhoe equipment and operations.
- 2) Fund the rear boom arm repair. Gather cost estimates for engine re-build. Plan and fund the engine work.  
Benefits: Creates a reliable and working backhoe.  
Concerns: The cost will put a hardship on the current w/s dept budget (estimated cost: \$9K-\$23K).  
The backhoe is 19 years old; other things may go wrong and create repair costs.  
The backhoe will be out-of-service for an extended time period while repairs are done

- 3) Bid and purchase a new replacement backhoe at a cost estimate of \$120,000.  
Do not fix the Case backhoe, rotate to City auction.  
Benefits: The purchase will create City ownership of a new backhoe in the fleet  
Redundancy and Reliability issues will be solved.  
Concerns: No w/s dept budget fund planning is in place for a new backhoe.
- 4) Enter into a 1,000 hour backhoe lease agreement for \$15,000 per year.  
Do not fix the Case backhoe, rotate to City auction.  
Benefits: The lease creates low up-front cost for rotating a new backhoe into the fleet  
The w/s dept averages approximately 400 hours of use per year average over past years.  
The 1000 hour lease creates complete coverage for all uses without exceeding hours.  
A new backhoe is provided each year with the lease agreement.  
Concerns: The current w/s dept budget will take a big hit, line items and projects will be impacted.  
This lease agreement will create a \$15,000 annual expenditure. Future budget impacts.  
Future lease agreements may be subject to change.
- 5) Enter into two 300 hour backhoe lease agreements at a cost of \$1,000 each or 2,000 for both.  
Do not fix the Case backhoe, rotate to City auction.  
Possibly, add the water treatment plant backhoe to the City auction. Rotate both leased backhoes so the 300 hour lease is not exceeded.  
Benefits: Very up-front low costs for rotating two new backhoe into the fleet.  
The w/s dept averages approximately 400 hours of use per year average over past years.  
The two 300 hour leases create tandem coverage for work without exceeding hours.  
Two new backhoes will be provided each year with the lease agreements.  
The current w/s dept budget can be adjusted fund the costs with low impact.  
Future lease funding will be \$2,000 for two backhoes per year.  
Concerns: Future lease agreements may be subject to change.

***Information collected from meeting conducted by Miles Nelson including w/s dept staff and fleet assistance team members on 10/08/15 at the domes complex.***

10/08/15  
File: why-case-prop-1  
Writer: sw



**PRICE CITY, UTAH**  
**WATER AND SEWER REVENUE BONDS**  
**PARAMETERS RESOLUTION**

**OCTOBER 14, 2015**

RESOLUTION NO. 2015-21

A RESOLUTION AUTHORIZING NOT MORE THAN \$800,000 WATER AND SEWER REVENUE BONDS, TO FINANCE WATER AND SEWER SYSTEM IMPROVEMENTS; PROVIDING FOR THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT, MATURITY, INTEREST RATE AND DISCOUNT OF THE BONDS; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AND RELATED MATTERS.

WHEREAS, pursuant to the provisions of the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), Price City, Utah (the "Issuer"), has authority to issue revenue bonds for the municipal purposes set forth therein; and

WHEREAS, the Act provides for the publication of a Notice of Public Hearing and Bonds to be Issued, and the Issuer desires to publish such a notice at this time in compliance with the Act with respect to bonds to be issued by the Issuer pursuant to this Resolution and the Final Bond Resolution (as defined below);

NOW, THEREFORE, it is hereby resolved by the City Council of Price City, Utah, (the "Council") as follows:

Section 1. The Council of the Issuer hereby finds and determines that it is in the best interests of the Issuer and its residents for the Issuer to issue not more than \$800,000 aggregate principal amount of its Water and Sewer Revenue Bonds which shall be designated as "Price City, Utah, Water and Sewer Revenue Bonds" (herein, the "Bonds"), the Bonds to bear interest at a rate or rates not to exceed 2.5% per annum, to mature in not more than twenty-five (25) years from their date or dates, and to be sold at a price not less than ninety-nine percent (99%) of the total principal amount thereof for the purpose of financing improvements to the Issuer's water and sewer systems (the "Project"), all pursuant to this Resolution and a restated resolution to be adopted by the Council authorizing and confirming the issuance and sale of the Bonds (herein referred to as the "Final Bond Resolution" and substantially in the form attached hereto as Exhibit A), and the Issuer hereby declares its intention to issue the Bonds according to the provisions of this Resolution and the Final Bond Resolution, when adopted.

Section 2. The Issuer hereby calls a public hearing on November 10, 2015, at 5:30 p.m. or as soon thereafter as feasible, at the offices of the Issuer, to invite comment on the proposed Bonds and the economic impact of the Project on the private sector.

Section 3. The Issuer hereby authorizes and approves the issuance and sale of the Bonds pursuant to the provisions of this Resolution and the Final Bond Resolution to be adopted by the Council at a later date, with such changes thereto as shall be approved by the Council upon the adoption of the Final Bond Resolution, provided that the principal amount, the interest rate, maturity and discount shall not exceed the maximums set forth in Section 1 hereof.

Section 4. In accordance with the provisions of the Act, the City Recorder of the Issuer is hereby authorized and directed to cause a "Notice of Public Hearing and Bonds to be Issued" substantially in the form attached hereto as Exhibit B (the "Notice") to be (1) published once each week for two consecutive weeks in the Sun Advocate, a newspaper of general circulation in the Issuer, and (2) posted on the Utah Public Notice Website at least 14 days before the Public Hearing, and to cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the office of the Issuer's City Recorder in Price, Utah, for public examination during regular business hours of the Issuer, i.e., between 8:00 a.m. and 5:00 p.m. Monday through Friday, for at least thirty (30) days from and after the date of publication of the Notice.

Section 5. All parts of this Resolution are severable, and if any section, clause or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, clause or provision shall not affect the remaining sections, clauses or provisions of this Resolution.

Section 6. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

Section 7. The Issuer hereby retains Eric Todd Johnson, of counsel with Blaisdell & Church, as bond counsel for the Bonds and directs its officials and staff to assist him and his professionals.

Section 8. The City Recorder of the Issuer is directed to complete and execute the Record of Proceedings attached hereto to officially record the proceedings at which this Parameters Resolution was considered for adoption.

APPROVED AND ADOPTED: October 14, 2015.

---

Mayor

ATTEST:

---

City Recorder

(SEAL)

EXHIBIT A

FINAL BOND RESOLUTION

(See Transcript Document No. \_\_)

## EXHIBIT B

### NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, that on October 14, 2015, the City Council (the "Council") of Price City, Utah (the "Issuer"), adopted a resolution (the "Resolution") in which it authorized the issuance and sale of the Issuer's Water and Sewer Revenue Bonds (herein, the "Bonds") in an aggregate principal amount not to exceed \$800,000, to bear interest at a rate or rates not to exceed 2.5% per annum, to mature in not more than twenty-five (25) years from their date or dates, and to be sold at a price not less than ninety-nine percent (99%) of the total principal amount thereof. If Bonds are issued in the full amount above, and carried to maximum maturity, at the maximum interest rate, then the amount to be repaid will be approximately \$1,076,680. However, the Issuer anticipates that the Bonds will not be issued in an amount in excess of \$600,000 at an interest rate of not more than two and one-half percent (2.50%) per annum, to be repaid over 20 years, in which event the amount to be repaid will be approximately \$763,060. Presently, the Issuer has no more than \$9,061,615 in outstanding bonds secured by a pledge of water and sewer revenues.

NOTICE IS FURTHER GIVEN that the Issuer called a public hearing for the purpose of inviting public comment on the proposed issuance of the Bonds and the economic impact that the improvements proposed to be financed with the Bonds will have on the private sector. No taxes will be pledged to secure the Bonds. The public hearing will be held on November 10, 2015, at 5:30 p.m. or as soon thereafter as feasible, at Price City Offices located at 185 E. Main, Price, Utah.

The Bonds will be issued pursuant to the Resolution and a Final Bond Resolution to be adopted authorizing and confirming the sale of the Bonds (the "Final Bond Resolution") for the purposes of (i) financing improvements to the Issuer's water system and sewer system and related matters, and (ii) paying the costs of issuing the Bonds.

A draft of the Final Bond Resolution in substantially final form was before the Council and was part of the Resolution at the time of the adoption of the Resolution by the Council (collectively, the "Bond Resolutions"). The Final Bond Resolution is to be adopted by the Council in such form and with such changes thereto as shall be approved by the Council upon the adoption thereof; provided that the principal amount, the interest rate, maturity and discount of the Bonds will not exceed the maximums set forth above.

Copies of the Bond Resolutions are on file in the office of the City Recorder of the Issuer in Price, Utah, where they may be examined during regular business hours, i.e., between 8:00 a.m. and 4:00 p.m., Monday through Friday, for at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that, for a period of thirty (30) days from and after the date of the publication of this notice, any person in interest shall have the right to contest the legality of the Bond Resolutions or the Bonds, or any provision made for the

security and payment of the Bonds by filing a verified written complaint in the district court of their county of residence, and that after such 30-day period, no one shall have any cause of action to contest the regularity, formality or legality thereof for any reason.

DATED: October 14, 2015.

/s/ Sherrie Gordon  
City Recorder

EXHIBIT C

RECORD OF PROCEEDINGS

The City Council (the "Council") of Price City, Utah (the "Issuer"), met in public session at the regular meeting place of the Council in Price, Utah, on October 14, 2015 (the "Meeting"), at the hour of 5:30 p.m., or as soon thereafter as feasible, with the following members of the Council being present:

Joe L Piccolo	Mayor
Rick Davis	Councilmember
Layne Miller	Councilmember
Kathy Hanna-Smith	Councilmember
Wayne Clausing	Councilmember

Also present:

Sherrie Gordon	City Recorder
----------------	---------------

Absent:

which constituted all the members thereof.

After the Meeting had been duly called to order and after other matters were discussed, the foregoing resolution (the "Resolution") was introduced in written form and fully discussed.

A motion to adopt the Resolution was then duly made by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_, and the Resolution was put to a vote and carried, the vote being as follows:

Those voting YEA:

Those voting NAY:

Those Abstaining:

Other business not pertinent to the Resolution appears in the minutes of the Meeting. Upon the conclusion of all business on the Agenda and motion duly made and carried, the Meeting was adjourned.



## CERTIFICATE OF CITY RECORDER

I, Sherrie Gordon, the duly appointed and qualified City Recorder of Price City, Utah (the "Issuer"), do hereby certify that the attached Resolution is a true, accurate and complete copy thereof as adopted by the City Council of the Issuer at a public meeting duly held on October 14, 2015 (the "Meeting"). The persons present and the result of the vote taken at the Meeting are all as shown above. The Resolution, with all exhibits attached, was deposited in my office on October 14, 2015 and is officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the Issuer, this October 14, 2015.

---

City Recorder

(SEAL)

CERTIFICATE OF COMPLIANCE WITH  
OPEN MEETING LAW

I, Sherrie Gordon, the undersigned City Recorder of Price City, Utah (the "Issuer"), do hereby certify, according to the records of the Issuer in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the October 14, 2015, public meeting (the "Meeting") held by the governing body of the Issuer as follows:

(a) By causing a notice, in the form attached hereto (the "Meeting Notice"), to be posted at the principal office of the Issuer at least twenty-four (24) hours prior to the convening of the Meeting, the Meeting Notice having continuously remained so posted and available for public inspection until the completion of the Meeting; and

(b) By causing a copy of the Meeting Notice to be delivered to a newspaper of general circulation in the geographic jurisdiction of the Issuer at least twenty-four (24) hours prior to the convening of the Meeting; and

(c) By causing the Meeting Notice to be posted on the Utah Public Notice Website at least twenty-four (24) hours prior to the convening of the Meeting.

In addition, the Notice of 2015 Annual Meeting Schedule for the Issuer, attached hereto, specifying the date, time and place of the regular meetings of the governing body of the Issuer to be held during the calendar year 2015 was (a) posted on December 10, 2014, at the principal offices of the Issuer, (b) provided to at least one newspaper of general circulation within the geographic jurisdiction of the County on December 16, 2014; and posted on the Utah Public Notice Website on December 10, 2014.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this October 14, 2015.

---

City Recorder

(SEAL)

(Attach Meeting Notice and Notice of 2015 Annual Meeting Schedule, including proof of posting thereof on the Utah Public Notice Website)

4822-9484-9321, v. 1

**PRICE CITY, UTAH**  
**WATER AND SEWER REVENUE BONDS**  
**FINAL BOND RESOLUTION**  
**November 10, 2015**

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING \$600,000 WATER AND SEWER REVENUE BONDS, SERIES 2015 TO FINANCE WATER SYSTEM AND SEWER SYSTEM IMPROVEMENTS AND RELATED IMPROVEMENTS, AND RELATED MATTERS.

WHEREAS, Price City, Carbon County, Utah (the "Issuer"), desires to construct improvements to its water system and sewer system and related improvements (the "Project") and desires to finance those improvements by issuing its Water and Sewer Revenue Bonds, Series 2015 in the total principal amount of \$600,000 (the "Series 2015 Bonds"); and

WHEREAS, the Issuer has previously issued its Outstanding Obligations (as defined herein) for improvements to the Issuer's water system or sewer system; and

WHEREAS, the Series 2015 Bonds shall be issued on a parity with the Outstanding Obligations such that the Series 2015 Bonds and Outstanding Obligations shall be equally secured by a first lien pledge on the Net Revenues of the Issuer's System (as those terms are defined herein); and

WHEREAS, the Issuer does not have on hand money to pay the cost of the System improvements and, with the exception of the Issuer's Outstanding Obligations, the revenues to be derived by the Issuer from the operation of the System will not be pledged or hypothecated in any manner or for any purpose at the time of the issuance of the Series 2015 Bonds; and

WHEREAS, the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), provides that the Issuer may issue nonvoted revenue bonds as long as revenues generated from the revenue producing facilities of the Issuer are sufficient to pay for operation and maintenance of such facilities and debt service on all outstanding obligations secured by the revenues of such facilities; and

WHEREAS, the Issuer has been advised that the System will generate sufficient revenues to pay for operation and maintenance of the System as well as debt service on all proposed and Outstanding Obligations secured by the revenues of the System, including the Series 2015 Bonds authorized herein; and

WHEREAS, the State of Utah Permanent Community Impact Fund Board (the "Community Impact Board") has offered to purchase at par the Issuer's Series 2015

Bonds in the total principal amount of \$600,000 bearing interest at the rate of two and one-half percent (2.50%) per annum; and

WHEREAS, the Issuer desires to accept the offer of the Community Impact Board and confirm the sale of the Series 2015 Bonds to the Community Impact Board; and

NOW, THEREFORE, Be It Resolved by the City Council of Price City, Carbon County, Utah, as follows:

## ARTICLE I

### DEFINITIONS

As used in this resolution, the following terms shall have the following meanings unless the context otherwise clearly indicates:

“Annual Debt Service” means the annual payment of principal, premium or penalty, if any, and interest, if any, to be paid by the Issuer during any Sinking Fund Year on the Series 2015 Bonds and all Outstanding Obligations or other forms of indebtedness issued on a parity with the Series 2015 Bonds and which are secured by the Revenues of the System.

“Bondholder” or “Registered Owner” means the registered holder of any Series 2015 Bond, the issuance of which is authorized herein.

“Bonds” means the Outstanding Obligations, the Series 2015 Bonds and any refunding bonds or Parity Bonds issued under section 4.2.

“Code” means the Internal Revenue Code of 1986, as amended.

“Community Impact Board” means the State of Utah Permanent Community Impact Fund Board, or any successor agency.

“Depository Bank” means a “Qualified Depository” as defined in the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code Annotated, 1953, as amended, selected by the Issuer to receive deposits for the Water and Sewer Revenue Fund as herein described, the deposits of which Bank shall be insured by the Federal Deposit Insurance Corporation.

“Escrow Account” means an account to be held in escrow by the Escrow Agent pursuant to the Escrow Agreement, such account to be used for the purpose of depositing the proceeds of the sale of the Series 2015 Bonds and accounting for those proceeds pursuant to the terms of the Escrow Agreement.

“Escrow Agent” means Utah State Treasurer, Salt Lake City, Utah, who shall so act pursuant to the terms of the Escrow Agreement.

“Escrow Agreement” means the agreement entered into among the Issuer, the Community Impact Board, and the Escrow Agent on the date of delivery of the Series 2015 Bonds.

“Exchange Bonds” means the fully registered Series 2015 Bonds issued in substantially the form set forth in Exhibit A-2, in exchange for the State Bonds representing the Series 2015 Bonds or in exchange for other Exchange Bonds, in the denomination of \$1,000 or any integral multiple thereof.

“Fully Registered Bond” means any single Bond that is fully registered in the denomination(s) equal to the aggregate principal amount of the applicable Series 2015 Bonds authorized herein.

“Issuer” means Price City, Carbon County, Utah or its successors.

“Net Revenues” means the Revenues after provision has been made for the payment therefrom of Operation and Maintenance Expenses.

“Operation and Maintenance Expenses” means all expenses reasonably incurred in connection with the operation and maintenance of the System, including the cost of water and wastewater treatment, whether incurred by the Issuer or paid to any other political subdivision or company pursuant to contract or otherwise, repairs and renewals (other than capital improvements) necessary to keep the System in efficient operating condition, the cost of audits hereinafter required, fees of the paying agents on the Bonds, payment of premiums for insurance on the System hereafter required and, generally, all expenses, exclusive of depreciation, which under generally accepted accounting practices are properly allocable to operation and maintenance of the System, but only such expenses as are reasonably and properly necessary to the efficient operation and maintenance of the System shall be included.

“Outstanding Obligations” means collectively the Issuer’s (1) Water and Sewer Revenue Bonds, Series 1995A in the original principal amount of \$1,250,000 bearing interest at the rate of 0.29% per annum; (2) Water and Sewer Revenue Bonds, Series 1995B in the original principal amount of \$2,997,615 bearing interest at the rate of 3.0% per annum; (3) Water and Sewer Revenue Bonds, Series 2002A in the original principal amount of \$2,885,000 bearing interest at the rate of 1.5% per annum; (4) Water and Sewer Revenue Bonds, Series 2002B in the original principal amount of \$1,900,000 bearing interest at the rate of 2.47% per annum; (5) Water and Sewer Revenue Bonds, Series 2002C in the original principal amount of \$1,250,000 bearing interest at the rate of 2.5% per annum; (6) Water and Sewer Revenue Bonds, Series 2002D in the original principal amount of \$1,250,000 bearing no interest; (7) Water and Sewer Revenue Bonds, Series 2009A in the original principal amount of \$340,000 bearing no interest; (8) Water and Sewer Revenue Bonds, Series 2009B in the original principal amount of \$850,000; (9) Water and Sewer Revenue bonds, Series 2010 (Federally Taxable –Issuer Subsidy – Build America Bonds) in the original principal amount of \$1,906,000 (10) Taxable Water and Sewer Revenue Bonds, Series 2011A in the original principal amount of \$387,000; and (11) Taxable Water and Sewer Revenue Bonds, Series 2011B in the original principal amount of \$700,000.

“Paying Agent” means the person or persons authorized by the Issuer to pay the principal of and interest on the Series 2015 Bonds on behalf of the Issuer. The initial paying agent for the Series 2015 Bonds is the Finance Director of the Issuer.

“Project” means the construction of improvements to the Issuer’s System, including all equipment and necessary appurtenances thereof.

“Registrar” means the person or persons authorized by the Issuer to maintain the registration books with respect to the Series 2015 Bonds on behalf of the Issuer. The initial Registrar for the Series 2015 Bonds is the City Recorder of the Issuer.

“Revenues” means all gross income and revenues of any kind, from any source whatsoever, derived from the operation of the System, including, without limitation, all fees, rates, [any impact fees imposed to finance the Project,] connection charges, and other charges, the gross revenues of all improvements, additions, and extensions of the System hereafter constructed or acquired, and all interest earned by and profits derived from the sale of investments made with the income and Revenues.

“Series 2015 Bond or Bonds” means the Issuer’s Water and Sewer Revenue Bonds, Series 2015 in the total principal amount of \$600,000 bearing interest at the rate of two and one-half percent (2.50%) per annum and purchased by the Community Impact Board.

“Sinking Fund Year” means the twelve-month period beginning on July 1 of the calendar year and ending on the next succeeding June 30; provided, however, that the first Sinking Fund Year will begin on the delivery date of the Series 2015 Bonds and will end on the next succeeding June 30.

“State Bonds” means the fully registered Series 2015 Bonds issued in substantially the form set forth in Exhibit A-1 in the denominations equal to the aggregate principal amount of the Series 2015 Bonds.

“System” means the whole and each and every part of the water system of the Issuer, including the Project to be acquired and constructed pursuant to this Bond Resolution, and each and every part of the wastewater or sewer system of the Issuer, and all property, real, personal and mixed, of every nature now or hereafter owned by the Issuer and used or useful in the operation of said System, together with all improvements, extensions, enlargements, additions, and repairs thereto which may be made while any of the Bonds remain outstanding.

## ARTICLE II

### ISSUANCE OF SERIES 2015 BONDS

Section 2.1. Principal Amount, Designation Series and Interest Rate. The Series 2015 Bonds are hereby authorized for issuance for the purpose of providing funds (i) to finance a portion the Project and (ii) to pay the costs of issuing the Series 2015 Bonds. The Series 2015 Bonds shall be limited to \$600,000 in aggregate principal amount, shall be issued (i) if issued as a State Bond(s), in the form set forth in Exhibit A-1 and (ii) if issued as Exchange Bonds, in the form set forth in Exhibit A-2, in fully registered form, shall bear interest at the rate of two and one-half percent (2.50%) per annum, and shall be payable as specified herein. If issued as Exchange Bonds, the Series 2015 Bonds shall be in the denomination of \$1,000 or any integral multiple thereof. The Series 2015 Bonds shall be numbered from one (1) consecutively upward in order of delivery by the Registrar. The Series 2015 Bonds shall be designated as, and shall be distinguished from the bonds of all other series by the title, "Water and Sewer Revenue Bonds, Series 2015."

The Series 2015 Bonds are issued on parity with the Issuer's Outstanding Obligations, such that the Series 2015 Bonds are secured by a pledge of the Net Revenues of the Issuer's System, which pledge is on parity with and equal to the pledge of the Net Revenues securing the Outstanding Obligations.

Section 2.2. Date and Maturities. The Series 2015 Bonds shall be dated as of their date of delivery and shall be paid as provided in this Section. The Series 2015 Bonds shall be initially issued as one Fully Registered State Bond.

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or by redemption, shall be payable upon presentation of the applicable Series 2015 Bond at the offices of the Paying Agent for endorsement or surrender, or of any successor Paying Agent. Payment of interest on delinquent installments, if any, shall be made to the Registered Owner thereof and shall be paid by check or draft mailed to the Registered Owner thereof at his address as it appears on the registration books of the Issuer maintained by the Registrar or at such other address as is furnished to the Registrar in writing by such Registered Owner. All payments shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America.

So long as the Community Impact Board is the Registered Owner of the Series 2015 Bonds, payments of principal and interest on delinquent installments on the Series 2015 Bonds shall be made by check or draft and mailed to the Community Impact Board as the Registered Owner at the address shown on the registration books maintained by the Registrar. So long as the Community Impact Board is the Registered Owner of the Series 2015 Bond, in lieu of presentation or the surrender of the Series 2015 Bond to the Paying Agent for notations by the Paying Agent of such payments, the Community Impact Board, by its Chairman or his designee, shall endorse such payments upon the Series 2015 Bond.



Interest shall begin to accrue on the unpaid principal balance of the Series 2015 Bonds on July 1, 2016, and shall be payable on July 1, 2017, and shall be payable annually thereafter on each July 1. The principal of the Series 2015 Bonds shall be payable in installments on July 1 of each year, in the years and the amounts as follows:

<u>July 1</u>	<u>Principal Maturing</u>
2017	\$23,000
2018	24,000
2019	25,000
2020	25,000
2021	26,000
2022	27,000
2023	27,000
2024	28,000
2025	29,000
2026	29,000
2027	30,000
2028	31,000
2029	32,000
2030	32,000
2031	33,000
2032	34,000
2033	35,000
2034	36,000
2035	37,000
2036	37,000

In the event the bid from the lowest responsible bidder on the Project shows that the costs of the Project will exceed the amount of grant and loan commitments the Issuer has already obtained, then, as authorized in Section 11-14-302 of the Act, the Issuer hereby authorizes the Mayor and City Recorder, as a pricing committee, to approve a final principal amount and repayment schedule for the Series 2015 Bonds within the parameters set forth in the Notice of Public Hearing published once each week for two consecutive weeks with the first publication being at least 14 days before this resolution and also posted on the Utah Public Notice Website at least 14 before this resolution, which parameters are in the aggregate principal amount of not to exceed \$800,000, to bear interest at the rate or rates not to exceed two and one-half percent (2.50%) per annum, to mature in not more than 25 years from their date or dates, and to be sold at a price not less than 99% of the total principal amount thereof, and all other terms of the Series 2015 Bonds, and to approve and execute all documents related to the issuance of the Series 2015 Bonds. The City Recorder is authorized to attest such signatures and apply the Issuer's seal as appropriate

In the event the Series 2015 Bonds are not issued during the calendar year 2015, then the denomination of the Bonds and series designation shall be modified to correspond to the year in which they are issued.

Section 2.3. Optional Redemption and Redemption Prices. Each principal payment of the Series 2015 Bond is subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Issuer, in inverse order of the due dates thereof, and by lot selected by the Issuer if less than all of the Series 2015 Bonds of a particular due date are to be redeemed, upon notice as provided in 2.4 hereof with respect to Exchange Bonds, and upon at least thirty (30) days' prior written notice of the amount of prepayment and the date scheduled for prepayment to the Community Impact Board with respect to the Series 2015 Bonds, and at a redemption price equal to 100% of the principal amount to be prepaid or redeemed, plus accrued interest, if any, to the date of redemption.

Section 2.4. Notice of Redemption for Exchange Bonds.

(a) In the event any of the Exchange Bonds are to be redeemed, the Registrar shall cause notice to be given as provided in this Section 2.4. Notice of such redemption shall be mailed by first class mail, postage prepaid, to all Registered Owners of Exchange Bonds to be redeemed at their addresses as they appear on the registration books of the Registrar at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for redemption. Such notice shall state the following information:

(i) the complete official name of the Exchange Bonds, including the series to be redeemed and the identification numbers of the Exchange Bonds being redeemed;

(ii) any other descriptive information needed to identify accurately the Exchange Bonds being redeemed, including, but not limited to, the original issue date of such Exchange Bonds;

(iii) in the case of partial redemption of any Exchange Bonds, the respective principal amounts thereof to be redeemed;

(iv) the date of mailing of redemption notices and the redemption date;

(v) the redemption price;

(vi) that on the redemption date the redemption price will become due and payable upon each such Exchange Bond or portion thereof called for redemption; and

(vii) the place where such Exchange Bonds are to be surrendered for payment of the redemption price, designating the name

and address of the redemption agent with the name of a contact person and telephone number.

(b) Upon the payment of the redemption price of Exchange Bonds being redeemed, each check or other transfer of funds issued for such purpose shall identify the Exchange Bonds being redeemed with the proceeds of such check or other transfer.

(c) The Registrar shall not give notice of a redemption until there are on deposit with the Paying Agent sufficient funds for the payment of the redemption price.

Notice of redemption shall be given not more than forty-five (45) days nor less than thirty (30) days prior to the redemption date to Registered Owners of the Exchange Bonds, or portions thereof, to be redeemed. A second notice of redemption shall be given, not later than ninety (90) days subsequent to the redemption date, to Registered Owners of Exchange Bonds or portions thereof redeemed but who failed to deliver Series 2015 Bonds for redemption prior to the 60th day following such redemption date. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the Registered Owner of such Series 2015 Bonds actually receives the notice. Receipt of such notice shall not be a condition precedent to such redemption, and failure to so receive any such notice by any of the Registered Owners shall not affect the validity of the proceedings for the redemption of the Series 2015 Bonds.

In case any Exchange Bond is to be redeemed in part only, the notice of redemption which relates to such Exchange Bond shall state also that on or after the redemption date, upon surrender of such Series 2015 Bond, a new Series 2015 Bond in principal amount equal to the unredeemed portion of such Series 2015 Bond will be issued.

Section 2.5. Execution and Delivery of the Series 2015 Bonds. The Mayor is hereby authorized to execute by manual or facsimile signature the Series 2015 Bonds and the City Recorder to countersign by manual or facsimile signature the Series 2015 Bonds and to have placed on the Series 2015 Bonds the official seal of the Issuer. The City Recorder is hereby authorized to deliver to the Community Impact Board the Series 2015 Bonds upon payment to the Issuer of the proceeds of the Series 2015 Bonds.

Section 2.6. Delinquent Payment. Payments of principal and/or interest on the Series 2015 Bonds which are delinquent from the due date thereof shall draw interest at the rate of eighteen percent (18%) per annum on the delinquent payment from such due date until paid in full.

Section 2.7. Exchange of State Bonds. As long as the Community Impact Board is the sole Registered Owner of the Series 2015 Bonds, the Series 2015 Bonds shall be issued only as State Bonds in the form prescribed in Exhibit A-1. It is recognized that the Community Impact Board may sell or otherwise transfer the Series

2015 Bonds pursuant to the provisions of the State Financing Consolidation Act, Title 63B, Chapter 1b, Utah Code Annotated 1953, as amended, or otherwise. In the event the Community Impact Board determines to sell or otherwise transfer all or a portion of the Series 2015 Bonds pursuant to the State Financing Consolidation Act or otherwise, the Series 2015 Bonds shall be exchanged at the office of the Paying Agent for a like aggregate principal amount of Exchange Bonds in accordance with the provisions of this Section and Section 3.1 hereof. Exchange Bonds may thereafter be exchanged from time to time for other Exchange Bonds in accordance with Section 3.1 hereof. Any Series 2015 Bond, or any portion thereof, which is sold or otherwise transferred or liquidated by the Community Impact Board pursuant to the State Financing Consolidation Act or otherwise shall be in the form of an Exchange Bond prescribed in Exhibit A-2, and shall be executed pursuant to authorization contained in Section 2.5 hereof. Each principal payment on the Series 2015 Bonds not previously paid or canceled shall be represented by an equivalent principal amount of Exchange Bonds, in authorized denominations, and of like maturity. The Issuer and its officers shall execute and deliver such documents and perform such acts as may reasonably be required by the Issuer to accomplish the exchange of the Series 2015 Bonds for Exchange Bonds, provided that the Community Impact Board pay or cause to be paid all costs and other charges incident to such exchange and the Issuer shall have no obligation to pay any such costs or charges.

## ARTICLE III

### REGISTRATION, PAYMENT, AND FLOW OF FUNDS

Section 3.1. Execution of and Registration of Series 2015 Bonds; Persons Treated as Owners. The Series 2015 Bonds shall be signed by the Issuer and the Issuer shall cause books for the registration and for the transfer of the Series 2015 Bonds to be kept by the City Recorder who is hereby appointed the Registrar of the Issuer with respect to the Series 2015 Bonds. Any Series 2015 Bond may, in accordance with its terms, be transferred only upon the registration books kept by the Registrar, by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Series 2015 Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Registrar. Upon surrender for transfer of any Series 2015 Bond as provided herein, the Issuer shall execute and deliver in the name of the transferee or transferees, a new Series 2015 Bond of the same maturity and series for a like aggregate principal amount as the Series 2015 Bond surrendered for transfer. Series 2015 Bonds may be exchanged at the office of the Registrar for a like aggregate principal amount of Series 2015 Bonds of the same series or other authorized denominations and the same maturity. The execution by the Issuer of any Series 2015 Bond of any authorized denomination shall constitute full and due authorization of such denomination, and the Registrar shall thereby be authorized to deliver such Series 2015 Bond. The Registrar shall not be required to transfer or exchange any Exchange Bond at any time following the mailing of notice calling such Series 2015 Bond for redemption.

Series 2015 Bonds surrendered for payment, redemption or exchange, shall be promptly canceled and destroyed by the Issuer.

The Issuer, the Registrar and the Paying Agent may treat and consider the person in whose name each Series 2015 Bond is registered on the registration books kept by the Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and for all other purposes whatsoever, and neither the Issuer, nor the Registrar nor the Paying Agent shall be affected by any notice to the contrary. Payment of any Series 2015 Bond shall be made only to or upon order of the Registered Owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2015 Bond to the extent of the sum or sums so paid.

The Issuer may require the payment by the Registered Owner requesting exchange or transfer of Series 2015 Bonds of any tax or other governmental charge and any service charge which are required to be paid with respect to such exchange or transfer and such charges shall be paid before such new Series 2015 Bond shall be delivered.

Section 3.2. Deposit of Bond Proceeds. The proceeds from the sale of the Series 2015 Bonds shall be deposited upon delivery in the Escrow Account and shall be disbursed pursuant to the provisions of the Escrow Agreement. All monies deposited in the Escrow Account shall be used solely for the purpose of defraying all or a portion of the costs of the Project including the payment of costs of issuance of the Series 2015 Bonds. Any unexpended balance remaining in the Escrow Account after completion of the Project shall be transferred as soon as practicable (a) first to each party or entity, other than the Issuer, contributing grant funds to the Project in proportion to the amount of grant funds originally deposited into the Escrow Account and (b) then to the "Sinking Fund" established hereunder, and shall be used only for the prepayment of the Series 2015 Bonds in inverse order of maturity. Proceeds from the sale of the Series 2015 Bonds on deposit in the Escrow Account may, at the discretion of the Issuer, be invested by the Escrow Agent as provided in the Escrow Agreement. Following the transfer of unexpended funds from the Escrow Account to the Sinking Fund, the Escrow Account will be closed.

Section 3.3. The Series 2015 Bonds Constitute Special Limited Obligations. Notwithstanding anything in this Bond Resolution elsewhere contained, the principal and interest, if any, on the Series 2015 Bonds shall be payable out of 100% of the Net Revenues, and in no event shall the Series 2015 Bonds be deemed or construed to be a general indebtedness of the Issuer or payable from any funds of the Issuer other than those derived from the operation of the System. The Net Revenues are pledged to secure the Series 2015 Bonds.

The Issuer may, in its sole discretion, but without obligation and subject to the Constitution, laws, and budgetary requirements of the State of Utah, make available properly budgeted and legally available funds to defray any insufficiency of Revenues to pay the Series 2015 Bonds; provided however, the Issuer has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

Section 3.4. Flow of Funds. From and after the earlier of the delivery date of the Series 2015 Bonds, and until all the Series 2015 Bonds have been fully paid, the Revenues shall be set aside into Price City, Utah Water and Sewer Revenue Fund referred to herein as "Revenue Fund," hereby established, to be held by the Depository Bank. The Issuer will thereafter make accounting allocations of the funds deposited in the Revenue Fund for the following purposes and in the following priority:

- (a) From the amounts in the Revenue Fund there shall first be paid all Operation and Maintenance Expenses of the System. For this purpose the Issuer shall establish on its books an account known as the "Expense Account" to which shall be allocated monthly, on or before the tenth day of each month, such portion of the Revenue Fund as is estimated to be required for Operation and Maintenance Expenses of the System for the following month. There shall be allocated to the Expense Account from time to time during the month such additional amounts as may be required to make payments of Operation and Maintenance Expenses for which the amounts theretofore allocated to the

Expense Account are insufficient. At the end of each Sinking Fund Year all amounts in the Expense Account in excess of that required to pay Operation and Maintenance Expenses then due shall be transferred to the Sinking Fund established as hereinafter provided.

(b) All amounts in the Revenue Fund not allocated to the Expense Account shall be allocated to the "Price City, Utah, Water and Sewer Revenue Bond Sinking Fund" (the "Sinking Fund") hereby establish:

(i) Of the amounts allocated to the Sinking Fund there shall be allocated to a subaccount established on the books of the Issuer known as the "Bond Account" such amounts as will assure, to the extent of the availability of Net Revenues from the System, the prompt payment of the principal and interest, if any, on the Series 2015 Bonds as shall become due and all bonds or obligations issued in parity therewith, including the Outstanding Obligations. (A) The amount to be set aside monthly on or before the tenth day of each month with respect to the Outstanding Obligations is set forth in the documents authorizing those obligations. (B) The amount to be set aside with respect to the Series 2015 Bonds shall, as nearly as may be practicable, be allocated to the Bond Account monthly, on or before the tenth day of each month, beginning June 10, 2017 and shall equal 1/12 of the amount of the principal on the payment next due on the Series 2015 Bonds, to the end that there will be sufficient funds allocated to the Bond Account to pay the principal and interest, if any, on the Series 2015 Bonds as and when the same become due. (In the event insufficient moneys are available to make prompt payment of the full principal and interest, if any, on the Series 2015 Bonds and all Outstanding Obligations as shall become due, such moneys shall be allocated pro rata based on the amount of principal next coming due on each Bond.) Amounts allocated to the Bond Account shall be used solely for the purpose of paying principal and interest on the Outstanding Obligations and Series 2015 Bonds and shall not be reallocated, transferred or paid out for any other purpose; and

(ii) Of the amounts allocated to the Sinking Fund after there shall have been allocated the amounts required to be allocated under (i) above, there shall be allocated monthly on a parity basis (1) those amounts, if any, as shall be required for the Outstanding Obligations to be deposited in a reserve account; and (2) on or before the tenth day of each month, beginning June 10, 2017 to the "Reserve Account – Series 2015" established on the books of the Issuer the sum of \$540, plus such additional amount as may be required to meet any monthly installment to the Reserve Account – Series 2015 not theretofore made in whole or in part, such allocation shall continue until there shall have been accumulated an amount equal to \$38,925. (In the event insufficient moneys are available to make full allocation to each reserve account, such moneys shall be allocated pro rata based on the monthly allocation requirement of

each such reserve fund.) Amounts allocated to the reserve accounts for the Outstanding Obligations and the Reserve Account – Series 2015 (collectively, the “Reserve Accounts”) shall be used to pay the principal and interest, if any, falling due on the respective Outstanding Obligations and Series 2015 Bonds at any time when there are not sufficient funds in the Bond Account to pay the same, but pending such use may be invested as hereafter provided. When the Reserve Accounts have been accumulated as in this paragraph provided, no further allocations to the Reserve Accounts need be made unless payments from the Reserve Account have reduced the same below the amounts required by this paragraph, in which event allocations shall be resumed until such deficiency has been remedied; and

(iii) All remaining funds, if any, in the Sinking Fund after all of the payments required to be made into the Bond Account and Reserve Accounts have been made, may be used by the Issuer (a) to prepay or redeem the Outstanding Obligations and/or the Series 2015 Bonds in whole or in part, (b) to make extensions, improvements, additions, repairs, and replacements to the System, or (c) to be applied to any other lawful purpose as determined by the Issuer.

(c) If at any time, the Net Revenues derived by the Issuer from the operation of the System shall be insufficient to make any payment to any of the above funds or accounts on the date or dates specified, the Issuer shall make good the amount of such deficiency by making additional payments out of the first available Net Revenues thereafter derived by the Issuer from the operation of the System.

Section 3.5. Investment of Funds. Any funds allocated to the Bond Account and Reserve Accounts may, at the discretion of the Issuer, be invested in accordance with the State Money Management Act. All income derived from the investment of the funds of the Bond Account shall be maintained in that account and disbursed along with the other moneys on deposit therein as herein provided. All income derived from the investment of the Reserve Accounts shall at the end of each Sinking Fund Year be transferred by the Issuer to the Bond Account so long as after such transfer the Reserve Accounts are fully funded as provided herein. In the event the balance in the Reserve Accounts is less than the amount required herein, then the income from the investment thereof shall be maintained in each respective reserve account until total deposits in the Reserve Accounts shall equal the amount required to fully fund the Reserve Accounts. There shall not be required to be in the Bond Account and the Reserve Accounts at any time more than the total amount required to pay the total principal of and interest due on the Outstanding Obligations and the Series 2015 Bonds. Whenever the money in the Bond Account and the Reserve Accounts equal the total principal amount of the Outstanding Obligations and Series 2015 Bonds outstanding plus accrued interest thereon, the money in those accounts shall be used to prepay all of the Outstanding Obligations and Series 2015 Bonds then outstanding.



## ARTICLE IV

### COVENANTS

Section 4.1. Covenants of Issuer. The Issuer hereby covenants and agrees with each and every holder of the Series 2015 Bonds the following:

(a) The rates for all water and sewer service supplied by the System to the Issuer and its inhabitants and to all customers within or without the boundaries of the Issuer shall be sufficient for the retirement and/or redemption of the Series 2015 Bonds and the Outstanding Obligations, provided such rates must be reasonable rates for the type, kind, and character of the service rendered. There shall be no free service and there shall be charged against all users of the System, including the Issuer, such rates and amounts as shall be adequate to meet the debt service payments on the Series 2015 Bonds, the Outstanding Obligations and any Parity Bonds (as defined in Section 4.2) when due. The rates charged for water and sewer services provided by the System shall be sufficient to produce Net Revenues that are equal to 125% of Annual Debt Service. All Revenues, including those received from the Issuer, shall be subject to distribution for the payment of the Operation and Maintenance Expenses of the System and the payment of the Series 2015 Bonds and the Outstanding Obligations, as herein provided. Balances held in the Revenue Fund on the last day of each Fiscal Year in excess of 25% of the amount of the Operation and Maintenance Expenses for that Fiscal Year, after payment of all Operation and Maintenance Expenses and all deposits required by Section 3.4 of this Bond Resolution to that date have been made, shall be considered to be Revenues available for the next Fiscal Year.

(b) Each Bondholder shall have a right, in addition to all other rights afforded it by the laws of Utah, to apply to and obtain from any court of competent jurisdiction such decree or order as may be necessary to require the Issuer to charge and collect reasonable rates for services supplied by the System sufficient to meet all requirements of this Bond Resolution and the resolutions authorizing the Outstanding Obligations.

(c) The Issuer will maintain the System in good condition and operate the same in an efficient manner and at reasonable cost.

(d) So long as any Series 2015 Bonds remain outstanding, proper books of record and account will be kept by the Issuer separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the System. Each Bondholder or any duly authorized agent or agents of such holder shall have the right at all reasonable times to inspect all records, accounts and data relating thereto and to inspect the System and all properties constituting the System. Except as otherwise provided herein, the Issuer further agrees that it will within one hundred eighty (180) days following the close of each Sinking Fund Year cause an audit of such books and accounts to be made by an independent firm of certified public accountants,

showing the receipts and disbursements for account of the System, and that such audit will be available for inspection by Bondholders upon request; provided, however, during such periods of time as the Community Impact Fund Board is the Registered Owner of the Series 2015 Bonds, each such audit will be supplied to the Community Impact Board as soon as completed without prior request therefor by the Community Impact Board. At a minimum, each such audit shall include the following:

- (i) A statement in detail of the income and expenditures of the System for such Sinking Fund Year;
- (ii) A balance sheet as of the end of such Sinking Fund Year;
- (iii) The accountant's comments regarding the manner in which the Issuer has carried out the requirements of this Bond Resolution, and the accountant's recommendations for any change or improvement in the operation of the System;
- (iv) A list of the insurance policies in force at the end of the Sinking Fund Year, setting out as to each policy, the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy;
- (v) An analysis of all funds and accounts created in this Bond Resolution, setting out all deposits and disbursements made during the Sinking Fund Year and the amount in each fund or account at the end of the Sinking Fund Year;
- (vi) The number of water and sewer connections within the boundaries of the Issuer, and applications for water and sewer service on hand at the end of the Sinking Fund Year;
- (vii) The total billings for such Sinking Fund Year and all schedules of rates and charges imposed for water and sewer service during the Sinking Fund Year.

The Bondholder may, upon written request from the Issuer setting forth the reasons why a certified audit is not necessary or is impractical, waive the audit requirements for any particular Sinking Fund Year set forth in this Section 4.1(d), provided, however, that such waiver shall not apply to the reporting requirements of the Issuer set forth in Section 4.1(e) herein.

(e) In addition to the reporting requirements set forth in Section 4.1(d) above, the Issuer shall submit to the Community Impact Board within one hundred eighty (180) days following the close of each Sinking Fund Year, a summary report substantially in the form as provided by the Community Impact Board to the Issuer upon purchase of the Series 2015 Bonds.

All expenses incurred in compiling the information required by this section shall be regarded and paid as an Operation and Maintenance Expense. If a Bondholder is other than the Community Impact Board, the Issuer agrees to furnish a copy of such information to such Bondholder at its request after the close of each Sinking Fund Year. Any Bondholder shall have the right to discuss with the accountant compiling such information the contents thereof and to ask for such additional information as it may reasonably require.

(f) The Bondholder shall have the right at all reasonable times to inspect the System, and all records, accounts and data of the Issuer relating thereto, and upon request, the Issuer will furnish to it financial statements and other information relating to the Issuer and the System as it may from time to time reasonably require.

(g) The Issuer, in its operation of the System, will carry insurance, including, but not limited to, workmen's compensation insurance and public liability insurance, in such amounts and to such extent as is normally carried by others operating public utilities of the same type. The cost of such insurance shall be considered an Operation and Maintenance Expense of the System. In the event of loss or damage, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged. Any remainder shall be paid into the Sinking Fund.

(h) The Issuer will not sell, lease, mortgage, encumber, or in any manner dispose of the System or any substantial part thereof, including any and all extensions and additions that may be made thereto, until all Bonds have been paid in full, except that the Issuer may sell any portion of the System which shall have been replaced by other property of at least equal value, or which shall cease to be necessary for the efficient operation of the System, provided, however, that in the event of any sale as aforesaid, the proceeds of such sale shall be paid into the Sinking Fund.

(i) The Issuer shall charge for water and sewer services and require that each be paid in full. Any bill not paid within thirty (30) days from the date it is mailed to the customer shall be deemed delinquent. The Issuer hereby agrees that if any water or sewer bill remains delinquent for more than sixty (60) days, it will take action to collect such bill.

(j) The Issuer shall commence and complete the acquisition and construction of the Project with all practical dispatch and will cause all construction to be effected in a sound and economical manner.

(k) The Issuer will from time to time duly pay and discharge or cause to be paid all taxes, assessments and other governmental charges, if any, lawfully imposed upon the System or any part thereof or upon the Revenues, as well as any lawful claims for labor, materials or supplies which if unpaid might by law become a lien or charge upon the System or the Revenues or any part thereof or

which might impair the security of the Bonds, except when the Issuer in good faith contests its liability to pay the same.

(l) The Issuer will not grant a franchise for the operation of any competing water or sewer system within its limits, as long as the Series 2015 Bonds authorized herein remain outstanding.

(m) The Issuer, in order to assure the efficient management and operation of the System and to assure the Bondholders from time to time that the System will be operated on sound business principles, will employ competent and experienced management for the System, will use its best efforts to see that the System is at all times operated and maintained in first-class repair and condition and in such manner that the operating efficiency thereof shall be of the highest character, and will use its best efforts to see that Operation and Maintenance Expenses are at no time in excess of the Revenues reasonably available for the payment thereof.

(n) All payments falling due on the Series 2015 Bonds shall be made to the Bondholder thereof at par and all charges made by the Depository Bank for its services shall be paid by the Issuer.

(o) The Issuer will maintain its identity, will make no attempt to cause its existence to be abolished and will resist all attempts by other political subdivisions to annex all or any part of the territory now or hereafter in the Issuer or served by the System.

(p) The Issuer will file or cause to be filed with the Internal Revenue Service Center, Ogden, UT 84201, on or before the fifteenth day of the second calendar month after the close of the calendar quarter in which the Series 2015 Bonds are issued, a Form 8038-G, Information Return for Tax-Exempt Governmental Bond Issues, with respect to the Series 2015 Bonds.

(q) The Issuer further covenants and agrees to and for the benefit of the registered owners of the Series 2015 Bonds that the Issuer (i) will not take any action that would cause interest on the Series 2015 Bonds to become includible in gross income for purposes of federal income taxation, (ii) will not omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest on the Series 2015 Bonds to become includible in gross income for purposes of federal income taxation and (iii) will, to the extent possible, comply with any other requirements of federal tax law applicable to the Series 2015 Bonds in order to preserve the exclusion from gross income for purposes of federal income taxation of interest on such Series 2015 Bonds.

(r) The Mayor and City Recorder of the Issuer are hereby authorized and directed to execute such certificates as shall be necessary to establish that the Series 2015 Bond is not an "arbitrage bond" within the meaning of Section 148 of the Code and the regulations promulgated or proposed in relation thereto.

The Issuer covenants and certifies to and for the benefit of the Registered Owners of the Series 2015 Bonds that no use will be made of the proceeds from the issue and sale of the Series 2015 Bonds, or any funds or accounts of the Issuer which may be deemed to be gross proceeds of the Series 2015 Bonds, pursuant to Section 148 of the Code and applicable regulations (proposed or promulgated) which use, if it had been reasonably expected on the date of issuance of the Series 2015 Bonds, would have caused the Series 2015 Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code. Pursuant to this covenant, the Issuer obligates itself to comply throughout the term of the Series 2015 Bonds with the requirements of Section 148 of the Code and the regulations proposed or promulgated with respect thereto

Section 4.2. Additional Indebtedness. No additional indebtedness, bonds or notes of the Issuer payable out of Net Revenues and on a priority superior to the Series 2015 Bonds shall be created or incurred by the Issuer without the prior written consent of all holders of the Series 2015 Bonds. Furthermore, the Series 2015 Bonds shall not be entitled to any priority one over the other in application of the Net Revenues of the System, regardless of the time or times of their issuance, it being the intention of the Issuer that there shall be no priority among the Series 2015 Bonds authorized to be issued pursuant to this Bond Resolution regardless of the fact that they may be actually issued and delivered at different times. It is expressly agreed and covenanted that the Issuer will not hereafter issue any bonds or obligations payable from the Net Revenues of the System, or any part thereof, or which constitutes a lien on such Net Revenues or on the System until all Series 2015 Bonds have been paid in full unless such additional bonds are issued in such manner that they are in all respects subordinate to the Series 2015 Bonds.

The provisions of the foregoing paragraph are subject to the following two exceptions:

(a) The Series 2015 Bonds or any part thereof may be refunded. The refunding bonds so issued shall enjoy a lien on the Net Revenues on a parity with the Series 2015 Bonds except that if fewer than all of the Series 2015 Bonds outstanding at the time are so refunded, no refunding bonds shall bear interest at a rate higher or mature at a date earlier than the corresponding Bond refunded thereby without the consent of the owners and holders of all of the Series 2015 Bonds that are not refunded. In all other respects, refunding bonds may be secured in such manner and may be payable from such sources and be subject to other terms and provisions that may be provided in the resolution authorizing their issuance. With the consent of the Bondholders, refunding bonds may be exchanged for not less than a like principal amount of the Series 2015 Bonds authorized to be refunded, may be sold or may be exchanged in part or sold in part. If sold, the proceeds of the sale not required for the payment of expenses shall be used to refund that portion of the Series 2015 Bonds refunded.

(b) Additional bonds may be issued on a parity with the Series 2015 Bonds herein authorized if all of the following conditions are met at the time of the issuance of such additional bonds (herein referred to as "Parity Bonds"):

(i) The Net Revenues for the Sinking Fund Year preceding the year in which the Parity Bonds are to be issued were 125% of the average Annual Debt Service on all of the Bonds then outstanding (other than those to be refunded by the Parity Bonds proposed to be issued) and the Parity Bonds proposed to be issued. For purposes of this subsection (b)(i), Net Revenues for the preceding Sinking Fund Year may include an amount equal to ninety-five percent (95%) of the amount by which such Net Revenues would increase due to any water and/or sewer rate increase which became effective prior to and in anticipation of the issuance of the proposed Parity Bonds. The requirements of this subsection (b)(i) may be waived or modified by the written consent of the Registered Owners of 100% of the principal amount of the Bonds then outstanding.

(ii) All payments required by this Bond Resolution to be made into the Sinking Fund must have been made in full and there must be in each reserve account the full amount required by this Bond Resolution to be accumulated therein.

(iii) The proceedings authorizing such Parity Bonds must provide that the aggregate amount required to be accumulated in the Reserve Accounts shall be (a) no less than the highest future Annual Debt Service of all Outstanding Obligations, Bonds and Parity Bonds then outstanding and the Parity Bonds so proposed to be issued and (b) accumulated within six (6) years after delivery of such Parity Bonds.

(iv) The proceeds of the Parity Bonds must be used for the making of improvements, extensions, renewals, replacements or repairs to the System.

(c) The Issuer acknowledges that the additional bonds tests applicable to the Outstanding Obligations are as set forth in Sections 5.2, 5.3 and 5.4 in Exhibit C attached hereto and the Issuer hereby covenants and agrees to abide by such tests so long as any of the Outstanding Obligations remain outstanding.

Section 4.3. Bank Designation. For purposes of and in accordance with Section 265 of the Code, the Issuer hereby designates the Series 2015 Bonds as an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. The Issuer reasonably anticipates that the total amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii) of the Code) which will be issued by the Issuer and by any aggregated issuer during calendar year 2015 will not exceed \$10,000,000. For purposes of this Section, "aggregated issuer" means any entity which, (i) issues obligations on behalf of

the Issuer, (ii) derives its issuing authority from the Issuer, or (iii) is directly or indirectly controlled by the Issuer within the meaning of Treasury Regulation Section 1.150-1(e). The Issuer hereby represents that (a) it has not created and does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code and (b) the total amount of obligations so designated by the Issuer and all aggregated issuers for the calendar year 2015, does not exceed \$10,000,000.

Section 4.4. Arbitrage Rebate Exemption for Small Issuer. The Issuer hereby certifies for the purpose of qualifying for the exception contained in Section 148(f)(4)(D) of the Code from the requirement to rebate arbitrage earnings from investment of proceeds of the Series 2015 Bonds (the "Rebate Exemption") as follows:

(a) The Series 2015 Bonds are issued by the Issuer which has general taxing powers.

(b) Neither the Series 2015 Bonds nor any portion thereof is a private activity bond as defined in Section 141 of the Code ("Private Activity Bond").

(c) Ninety-five percent (95%) or more of the net proceeds of the Series 2015 Bonds are to be used for local government activities of the Issuer (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Issuer).

(d) Neither the Issuer nor any aggregated issuer has issued or is reasonably expected to issue any tax-exempt bonds other than Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) during calendar year 2015, which in the aggregate would exceed \$5,000,000.

For purposes of this Section 4.4, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Issuer, (b) derives its issuing authority from the Issuer, or (c) is subject to substantial control by the Issuer.

The Issuer hereby represents that it has not created, does not intend to create, and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D)(IV) of the Code.

Accordingly, the Issuer will qualify for the Rebate Exemption granted to small governmental units under Section 148(f)(4)(D) of the Code, and the Issuer shall be treated as meeting the requirements of Paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States with respect to the Series 2015 Bonds.

## ARTICLE V

### MISCELLANEOUS

Section 5.1. Default and Remedies. Failure of the Issuer to perform any covenant or requirement of the Issuer under this Bond Resolution within thirty (30) days after having been notified in writing by a Bondholder of such failure shall constitute an event of default hereunder and shall allow each Bondholder to take the following enforcement remedies:

(a) The Bondholder may require the Issuer to pay an interest penalty equal to eighteen percent (18%) per annum of the outstanding principal amount on the Series 2015 Bonds (the "Interest Penalty"), the Interest Penalty to accrue from the date of the notice of the Bondholder to the Issuer referenced hereinabove until the default is cured by the Issuer. The Interest Penalty shall be paid on each succeeding payment date until the default is cured by the Issuer.

(b) The Bondholder may appoint a trustee bank to act as a receiver of the Revenues of the System for purposes of applying the Revenues toward the Revenue allocations required in Section 3.4 herein and in general, protecting and enforcing each Bondholder's rights thereto, in which case, all administrative costs of the trustee bank in performing said function shall be paid by the Issuer.

No remedy conferred herein is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to each Bondholder hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon a default shall impair any such right, power or remedy or shall be construed to be a waiver of any default or acquiescence therein; and every such right, power or remedy may be exercised from time to time as may be deemed expedient.

Section 5.2. Amendments to Bond Resolution. Provisions of this Bond Resolution shall constitute a contract between the Issuer and the Bondholder; and after the issuance of the Series 2015 Bonds, no change, variation or alteration of any kind in the provisions of this Bond Resolution shall be made in any manner until such time as all of the Series 2015 Bonds have been paid in full except as hereinafter provided.

The Bondholders shall have the right from time to time to consent to and approve the adoption by the Issuer of resolutions modifying or amending any of the terms or provisions contained in this Bond Resolution in the manner and to the extent set out below.

Whenever the Issuer shall propose to amend or modify this Bond Resolution under the provisions of this section, it shall cause notice of the proposed amendment (the "Amendment Notice") to be sent to all Bondholders of all Series 2015 Bonds then outstanding. The Amendment Notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in



the office of the City Recorder for public inspection. Should a Bondholder consent to the proposed amendment to this Bond Resolution, it shall submit to the Issuer a written instrument which shall refer to the proposed amendatory resolution described in the Amendment Notice and shall specifically consent to and approve the adoption thereof. Upon receipt of Bondholder consents representing at least 75% of the principal of the respective Series 2015 Bonds outstanding, the governing body of the Issuer may adopt the amendatory resolution and it shall become effective. Nothing in this Section shall permit or be construed as permitting an amendment to this Bond Resolution which would (a) extend the stated maturity or reduce the principal amount of the Series 2015 Bonds or reduce the rate of or extend the time for paying the interest on delinquent payments of principal of on the Series 2015 Bonds, without the consent of the holders of all the Series 2015 Bonds, (b) reduce the amount of or extend the time for making any payment required by any fund or account established hereunder without the consent of the holders of all the Series 2015 Bonds which would be affected by such reduction or extension, (c) change the rights of the holders of less than all Series 2015 Bonds then outstanding, without the consent of the holders of all the Series 2015 Bonds at the time outstanding which would be affected by such changes.

If a Bondholder at the time of the adoption of such amendatory resolution shall have consented to and approved the adoption thereof as herein provided, such Bondholder shall not have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provision therein contained or to the operation thereof or to enjoin or restrain the Issuer from taking any action pursuant to the provisions thereof. Any consent given by a Bondholder pursuant to the provisions of this section shall be conclusive and binding upon all successive Bondholders.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction that the person signing such instrument acknowledged before him or her the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 5.3. Maintenance of Proceedings. A certified copy of this Bond Resolution and every amendatory or supplemental ordinance or resolution shall be kept on file in the office of the City Recorder where it shall be made available for inspection by any Bondholder or his or her agent. Upon payment of the reasonable cost of preparing the same, a certified copy of this Bond Resolution, any amendatory or supplemental ordinance or resolution will be furnished to any Bondholder. The Bondholders may, by suit, action, mandamus, injunction or other proceedings, either at law or in equity, enforce or compel performance of all duties and obligations required by this Bond Resolution to be done or performed by the Issuer. Nothing contained herein, however, shall be construed as imposing on the Issuer any duty or obligation to levy any tax either to pay the principal of or interest, if any, on the Series 2015 Bonds authorized herein or to meet any obligation contained herein concerning the Series 2015 Bonds.

Section 5.4. Defeasance of Series 2015 Bonds. If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made to the Registered Owner of the Series 2015 Bonds for the payments due or to become due thereon at the times and in the manner stipulated therein, then the first lien pledge of the Net Revenues under this Bond Resolution and any and all estate, right, title and interest in and to any of the funds and accounts created hereunder (except moneys or securities held by a Depository Bank for the payment of the Series 2015 Bonds) shall be cancelled and discharged.

Any Series 2015 Bond shall be deemed to be paid within the meaning of this section when payment of the Series 2015 Bonds (whether such due date be by reason of maturity or upon prepayment or redemption as provided herein) shall have been made in accordance with the terms thereof. At such time as the Series 2015 Bonds shall be deemed to be paid hereunder, they shall no longer be secured by or entitled to the benefits hereof (except with respect to the moneys and securities held by a Depository Bank for the payment of the Series 2015 Bonds).

Section 5.5. Sale of Series 2015 Bonds Approved. The sale of the Series 2015 Bonds to the Community Impact Board, at par, is hereby ratified, confirmed and approved.

Section 5.6. Bondholders Not Responsible. The Bondholders shall not be responsible for any liabilities incurred by the Issuer in the acquisition or construction of the Project or for the failure of the System to function successfully after completion of the Project.

Section 5.7. Notice of Public Hearing and Bonds to be Issued. In accordance with the provisions of the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, the Issuer has designated the Sun Advocate, a newspaper having general circulation in the Issuer, as the official newspaper of the Issuer authorized to publish legal notices for the Issuer, and the City Recorder has caused a "Notice of Public Hearing and Bonds to be Issued" calling a public hearing to receive input from the public with respect to the issuance of the Series 2015 Bonds (the "Notice") to be published once each week for two consecutive weeks in said newspaper with the first publication being not less than (14) days before the date set for the public hearing and has also caused the Notice to be posted on the Utah Public Notice Website not less than (14) days before the date set for the public hearing. The City Recorder shall cause a copy of this Bond Resolution to be kept on file in the office of the Issuer for public examination during regular business hours for at least thirty (30) days from and after the publication thereof. Such notice is hereby reaffirmed and approved.

Section 5.8. Additional Certificates, Documents, and Other Papers. The appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents, and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Bond Resolution and the documents authorized and approved herein.

Section 5.9. Severability. If any section, paragraph, clause or provision of this Bond Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Bond Resolution.

Section 5.10. Statutory Authority for the Series 2015 Bonds. The Series 2015 Bonds are issued under the authority of the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Bonding Act”), and each Series 2015 Bond certificate shall so recite. By the adoption of this Bond Resolution, it is the intention of the Issuer to comply in all respects with the applicable provisions of the Bonding Act and the Series 2015 Bonds issued hereby shall be incontestable for any reason whatsoever after their delivery for value.

Section 5.11. Record of Proceedings. The City Recorder of the Issuer is hereby authorized and directed to complete and execute the Record of Proceedings attached hereto to officially record the proceedings at which this Bond Resolution was considered for adoption.

Section 5.12. Resolutions in Conflict. All resolutions or parts thereof in conflict with the provisions of this Bond Resolution are, to the extent of such conflict, hereby repealed.

APPROVED AND ADOPTED this \_\_\_\_\_, 2015.

---

Mayor

ATTEST:

---

City Recorder

( S E A L )

EXHIBIT A-1

FORM OF STATE BONDS

UNITED STATES OF AMERICA  
STATE OF UTAH  
COUNTY OF CARBON  
PRICE CITY  
WATER AND SEWER REVENUE BONDS  
SERIES 2015

\$600,000

THIS BOND HAS BEEN DESIGNATED BY THE ISSUER AS A QUALIFIED TAX-EXEMPT OBLIGATION FOR PURPOSES OF SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RELATING TO THE DEDUCTIBILITY OF A FINANCIAL INSTITUTION'S INTEREST EXPENSE ALLOCABLE TO TAX-EXEMPT INTEREST.

Price City, Carbon County, Utah (the "Issuer"), a political subdivision and body politic of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the revenues and sources hereinafter provided, to the State of Utah acting through the Permanent Community Impact Fund Board or the registered assigns last noted in the Registration Certificate attached to the end of this Bond (the "Registered Owner"), the principal amount of \$600,000 together with interest accruing on the unpaid principal balance at the rate of two and one-half percent (2.50%) per annum (calculated on the basis of a year of 360 days consisting of twelve 30-day months). Interest shall begin to accrue on July 1, 2016, and principal together with accrued but unpaid interest shall be payable in registered installments on July 1 of each of the years as set forth in the following Repayment Schedule:

REPAYMENT SCHEDULE

<u>July 1</u>	<u>Principal Maturing</u>
2017	\$23,000
2018	24,000
2019	25,000
2020	25,000
2021	26,000
2022	27,000
2023	27,000
2024	28,000
2025	29,000
2026	29,000

<u>July 1</u>	<u>Principal Maturing</u>
2027	30,000
2028	31,000
2029	32,000
2030	32,000
2031	33,000
2032	34,000
2033	35,000
2034	36,000
2035	37,000
2036	37,000

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or by redemption, shall be payable upon surrender of this Bond at the offices of the Paying Agent, or of any successor Paying Agent. Payments of interest, if any, shall be made to the Registered Owner thereof and shall be paid by check or draft mailed to the Registered Owner thereof at his or her address as it appears on the registration books of the Issuer maintained by the Registrar, or at such other address as is furnished to the Registrar in writing by such Registered Owner.

As long as the State of Utah Permanent Community Impact Fund Board (the "Community Impact Board") is the registered holder of this Bond, installment payments of principal and interest for delinquent installments shall be made by check or draft mailed to the Community Impact Board as the registered holder at the address shown on the registration books maintained by the Registrar.

If any installment payment of Bond principal and/or interest is not paid when due and payable, the Issuer shall pay interest on the unpaid amount at the rate of eighteen percent (18%) per annum from such due date until paid. All payments shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America. All payments shall be applied first to interest, if any, and then to principal.

This Bond is issued on a parity with the Issuer's (1) Water and Sewer Revenue Bonds, Series 1995A in the original principal amount of \$1,250,000 bearing interest at the rate of 0.29% per annum; (2) Water and Sewer Revenue Bonds, Series 1995B in the original principal amount of \$2,997,615 bearing interest at the rate of 3.0% per annum; (3) Water and Sewer Revenue Bonds, Series 2002A in the original principal amount of \$2,885,000 bearing interest at the rate of 1.5% per annum; (4) Water and Sewer Revenue Bonds, Series 2002B in the original principal amount of \$1,900,000 bearing interest at the rate of 2.47% per annum; (5) Water and Sewer Revenue Bonds, Series 2002C in the original principal amount of \$1,250,000 bearing interest at the rate of 2.5% per annum; (6) Water and Sewer Revenue Bonds, Series 2002D in the original principal amount of \$1,250,000 bearing no interest; (7) Water and Sewer Revenue Bonds, Series 2009A in the original principal amount of \$340,000 bearing no interest; (8) Water and Sewer Revenue

Bonds, Series 2009B in the original principal amount of \$850,000; (9) Water and Sewer Revenue bonds, Series 2010 (Federally Taxable –Issuer Subsidy – Build America Bonds) in the original principal amount of \$1,906,000 (10) Taxable Water and Sewer Revenue Bonds, Series 2011A in the original principal amount of \$387,000; and (11) Taxable Water and Sewer Revenue Bonds, Series 2011B in the original principal amount of \$700,000 (collectively, the “Outstanding Obligations”), such that this Bond and the Outstanding Obligations are equally and ratably secured by a pledge of Issuer’s Net Revenues (as defined in the resolution adopted by the governing body of the Issuer on \_\_\_\_\_, 2015 (the “Bond Resolution”)).

This Bond is payable solely from a special fund designated “Price City, Utah, Water and Sewer Revenue Bond Sinking Fund,” into which fund and into a reserve therefor, to the extent necessary to assure prompt payment of this Bond, shall be pledged 100% of the Net Revenues derived and to be derived from the operation of the Issuer’s water system and sewer system (collectively, the “System”), all as more fully described and provided in the Bond Resolution.

This Bond is issued pursuant to (i) a Parameters Resolution adopted by the governing body of the Issuer on \_\_\_\_\_, 2015, and the Bond Resolution, and (ii) the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, for the purpose of financing improvements to the System (the “Project”), including all equipment and necessary appurtenances thereof. This Bond is a special limited obligation of the Issuer payable solely from the Net Revenues of the System and does not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. In no event shall this Bond be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Net Revenues of the System.

As provided in the Bond Resolution, bonds, notes and other obligations may be issued from time to time in one or more series in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Bond Resolution, and the aggregate principal amount of such bonds, notes and other obligations which may be issued is not limited. This Bond and all other bonds, notes and other obligations issued and to be issued under the Bond Resolution on a parity with this Bond are and will be equally and ratably secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in or pursuant to the Bond Resolution.

The issuance of this Bond shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefore or to make any appropriation for its payment.

This Bond is subject to prepayment and redemption at any time, in whole or in part (and if in part, in integral multiples of \$1,000), at the election of the Issuer in inverse order of the due date of the principal installments hereof and by lot selected by the Issuer if less than all Bonds of a particular due date are to be redeemed, upon notice given as hereinafter set forth, at a redemption price equal to the principal amount to be so prepaid.

Notice of redemption shall be mailed by the Issuer, postage prepaid, not less than thirty (30) days prior to the date fixed for prepayment, to the registered owner of this Bond addressed to such owner at its address appearing on the registration books maintained by the Issuer.

Subject to the provisions of the Bond Resolution, the Bonds are issuable in fully registered form, without coupons, in denomination equal to the principal amount of the bonds or, upon exchange, in the denomination of \$1,000 and any integral multiple thereof.

The Issuer covenants and agrees that it will fix rates for water and sewer service sufficient to pay when due this Bond, and the principal and interest on all bonds and obligations issued on a priority to or parity with this Bond, if any, as the same fall due, provided such rates must be reasonable rates for the type, kind and character of the service rendered, and will collect and account for the Revenues (as defined in the Bond Resolution) to be received for such service, and will set aside one hundred percent (100%) of the Net Revenues of the System to pay this Bond according to the payment terms hereinabove set forth and the principal and interest on all bonds and obligations issued on a parity with this Bond, if any.

To the extent and in the respects permitted by the Bond Resolution, the Bond Resolution may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Bond Resolution. The holder or owner of this Bond shall have no right to enforce the provisions of the Bond Resolution or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Bond Resolution or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Bond Resolution.

This Bond shall be registered in the name of the initial purchaser and any subsequent purchasers in the appropriate book in the office of the City Recorder of the Issuer, who shall be the Registrar. This Bond is transferable only by notation upon such book by the registered owner hereof in person or by his or her attorney duly authorized in writing, by the surrender of this Bond, together with a written instrument of transfer satisfactory to the Issuer, duly executed by the registered owner or his or her attorney duly authorized in writing; thereupon, this Bond shall be delivered to and registered in the name of the transferee.

It is hereby declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Bond does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Net Revenues to be derived from the operation of the System have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of this Bond and all bonds and obligations issued on a parity with this Bond, if any, and that with the exception of the pledge of the Revenues of the System for the payment of the



Outstanding Obligations and Series 2015 Bonds the Net Revenues are not pledged, hypothecated or anticipated in any way other than by the issue of this Bond and all bonds and obligations issued on a parity with this Bond, if any. This Bond shall be incontestable for any reason whatsoever after the delivery hereof for value.

IN TESTIMONY WHEREOF, the Issuer has caused this Bond to be signed by its Mayor and countersigned by its City Recorder under the corporate seal of the Issuer this \_\_\_\_\_, 2015.

/s/ \_\_\_\_\_ (Do Not Sign)  
Mayor

Countersigned:

/s/ \_\_\_\_\_ (Do Not Sign)  
City Recorder

( S E A L )

REGISTRATION CERTIFICATE

(No writing to be placed herein except by  
the Bond Registrar)

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of Bond Registrar</u>

EXHIBIT A-2

FORM OF EXCHANGE BOND

UNITED STATES OF AMERICA

STATE OF UTAH

COUNTY OF CARBON

PRICE CITY

WATER AND SEWER REVENUE BONDS, SERIES 2015

THIS BOND HAS BEEN DESIGNATED BY THE ISSUER AS A QUALIFIED TAX-EXEMPT OBLIGATION FOR PURPOSES OF SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RELATING TO THE DEDUCTIBILITY OF A FINANCIAL INSTITUTION'S INTEREST EXPENSE ALLOCABLE TO TAX-EXEMPT INTEREST.

INTEREST RATE

2.50%

MATURITY DATE

July 1, 20\_\_

ISSUE DATE

\_\_\_\_\_

Registered Owner: \_\_\_\_\_

Principal Amount: \_\_\_\_\_ Dollars

Price City, Carbon County, Utah (the "Issuer"), a political subdivision and body politic of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the revenues and sources hereinafter provided, to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above, upon presentation and surrender thereof, the Principal Amount identified above. Interest at the Interest Rate specified above on the Principal Amount hereof (calculated on the basis of a year of 360 days consisting of twelve 30-day months) shall be payable by check or draft mailed by the Clerk of the Issuer (the "Paying Agent") to the Registered Owner hereof beginning July 1, 20\_\_ and on each July 1 thereafter until this Bond is paid in full. Payments shall be payable by the Finance Director, in Price, Utah (the "Paying Agent") to the Registered Owner. Principal and redemption price of this Bond shall be payable upon presentation of this Bond to the Paying Agent, or its successor as such paying agent, for payment at maturity.

If this Bond or any installment of interest hereon is not paid when due and payable, the Issuer shall pay interest on the unpaid amount at the rate of eighteen percent (18%) per annum from the due date thereof until paid in full.

This Bond is issued on a parity with the Issuer's (1) Water and Sewer Revenue Bonds, Series 1995A in the original principal amount of \$1,250,000 bearing interest at the rate of 0.29% per annum; (2) Water and Sewer Revenue Bonds, Series 1995B in the original principal amount of \$2,997,615 bearing interest at the rate of 3.0% per annum; (3) Water and Sewer Revenue Bonds, Series 2002A in the original principal amount of \$2,885,000 bearing interest at the rate of 1.5% per annum; (4) Water and Sewer Revenue Bonds, Series 2002B in the original principal amount of \$1,900,000 bearing interest at the rate of 2.47% per annum; (5) Water and Sewer Revenue Bonds, Series 2002C in the original principal amount of \$1,250,000 bearing interest at the rate of 2.5% per annum; (6) Water and Sewer Revenue Bonds, Series 2002D in the original principal amount of \$1,250,000 bearing no interest; (7) Water and Sewer Revenue Bonds, Series 2009A in the original principal amount of \$340,000 bearing no interest; (8) Water and Sewer Revenue Bonds, Series 2009B in the original principal amount of \$850,000; (9) Water and Sewer Revenue bonds, Series 2010 (Federally Taxable –Issuer Subsidy – Build America Bonds) in the original principal amount of \$1,906,000 (10) Taxable Water and Sewer Revenue Bonds, Series 2011A in the original principal amount of \$387,000; and (11) Taxable Water and Sewer Revenue Bonds, Series 2011B in the original principal amount of \$700,000 (collectively, the "Outstanding Obligations"), such that this Bond and the Outstanding Obligations are equally and ratably secured by a pledge of Issuer's Net Revenues (as defined in the Bond Resolution referred to below).

This Bond is one of an authorized issue of bonds of like date, term and effect except as to maturity, in the aggregate principal amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), issued in exchange for the conversion of the Issuer's Water and Sewer Revenue Bond, Series 2015, in the total principal sum of \$600,000, authorized by a Parameters Resolution of the Issuer duly adopted on \_\_\_\_\_, 2015 (the "Parameters Resolution") and a Bond Resolution of the Issuer duly adopted on \_\_\_\_\_, 2015 (the "Bond Resolution"). This Bond and the issue of Bonds of which it is a part is issued pursuant to (i) the Parameters Resolution and the Bond Resolution and (ii) the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, for the purpose of financing, in part, the cost of improvements to the Issuer's water system and sewer system (the "Project") and is secured by the Net Revenues of the Issuer's water system and sewer system (collectively, the "System"), including all associated equipment and necessary appurtenances thereto. This Bond is a special limited obligation of the Issuer payable solely from the Net Revenues (as defined in the Bond Resolution) of the System and does not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. In no event shall this Bond be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Net Revenues of the System.

As provided in the Bond Resolution, bonds, notes and other obligations may be issued from time to time in one or more series in various principal amounts, may mature

at different times, may bear interest at different rates and may otherwise vary as provided in the Bond Resolution, and the aggregate principal amount of such bonds, notes and other obligations which may be issued is not limited. This Bond and all other bonds, notes and other obligations issued and to be issued under the Bond Resolution on a parity with this Bond are and will be equally and ratably secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in or pursuant to the Bond Resolution.

The issuance of this Bond shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefore or to make any appropriation for its payment.

The Bonds are subject to redemption prior to maturity at any time, in whole or in part (and if in part, in integral multiples of \$1,000), at the election of the Issuer in inverse order of maturity and by lot within each maturity if less than the full amount is redeemed, upon not less than thirty (30) days' nor more than forty-five (45) days' prior notice, at a redemption price equal to 100% of the principal amount of each Bond to be redeemed. Notice of redemption shall be mailed by the Issuer, postage prepaid, to the registered owners of the Bonds addressed to such owners at their address appearing on the registration books maintained by the Issuer.

Subject to the provisions of the Bond Resolution, the Series 2015 Bonds (as defined in the Bond Resolution) are issuable in fully registered form, without coupons, in denomination equal to the principal amount of the bonds or, upon exchange, in the denomination of \$1,000 or any integral multiple thereof.

The Issuer covenants and agrees that it will fix rates for water and sewer service sufficient to pay this Bond when due, and principal and interest on all bonds and obligations issued on a priority to or parity with this Bond, if any, as the same fall due, provided such rates must be reasonable rates for the type, kind and character of the service rendered, and will collect and account for the Revenues (as defined in the Bond Resolution) to be received for such service, and will set aside one hundred percent (100%) of the Net Revenues of the System (as defined in the Bond Resolution) to pay this Bond according to the payment terms hereinabove set forth and the principal and interest on all bonds and obligations issued on a parity with this Bond, if any.

To the extent and in the respects permitted by the Bond Resolution, the Bond Resolution may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Bond Resolution. The Registered Owner of this Bond shall have no right to enforce the provisions of the Bond Resolution or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Bond Resolution or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Bond Resolution.

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the office of the City Recorder (the "Registrar") in

Price, Utah, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Resolution and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

It is hereby certified, recited and declared that all conditions, acts and things essential to the validity of this Bond and the issue of which it forms a part do exist, have happened and have been done, and that every requirement of law affecting the issue hereof has been duly complied with; that this Bond and the issue of which it forms a part does not exceed any limitation prescribed by the Constitution and laws of the State of Utah; that one hundred percent (100%) of the Net Revenues to be derived from the operation of the System, including any future improvements, additions and extensions thereto, have been pledged and will be set aside into a special fund by the Issuer to be used for the payment of this Bond and the issue of which it forms a part and all bonds and obligations issued on a parity with this Bond, if any, and that with the exception of the Outstanding Obligations and Series 2015 Bonds the Net Revenues of the System are not pledged, hypothecated or anticipated in any way other than by the issue of Series 2015 Bonds of which this Bond is one and all bonds and obligations issued on a parity with this Bond, if any. This Bond shall be incontestable for any reason whatsoever after the delivery hereof for value.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by its Mayor and countersigned by its City Recorder with the seal of said Issuer affixed, all as of \_\_\_\_\_, 2015.

By /s/ (Do Not Sign)  
Mayor

COUNTERSIGNED:

/s/ (Do Not Sign)  
City Recorder

( S E A L )



## ASSIGNMENT

FOR VALUE RECEIVED, \_\_\_\_\_, the undersigned, hereby sells, assigns and transfers unto

\_\_\_\_\_  
No. \_\_\_\_\_) the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: \_\_\_\_\_

**NOTICE:** The signature to this assignment must correspond with the name as it appears on the face of this Bond in every particular, without alteration or enlargement or any change whatever.

**Signature Guaranteed:**

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO SEC RULE 17Ad-15.

## EXHIBIT B

### RECORD OF PROCEEDINGS

The City Council (the "City Council") of Price City, Utah (the "Issuer"), met in public session at the City Council's regular public meeting place on \_\_\_\_\_, 2015 (the "Meeting"), at the hour of 5:30 p.m., or as soon thereafter as feasible, with the following members of the City Council being present:

Joe L Piccolo	Mayor
Rick Davis	Councilmember
Wayne Clausing	Councilmember
Kathy Hanna-Smith	Councilmember
Layne Miller	Councilmember

Also present:

Sherrie Gordon	City Recorder
----------------	---------------

Absent:

which constituted all the members thereof.

After the Meeting had been duly called to order and after other matters were discussed, the foregoing resolution (the "Resolution") was introduced in written form and fully discussed.

A motion to adopt the Resolution was then duly made by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_, and the Resolution was put to a vote and carried, the vote being as follows:

Those voting YEA:

Those voting NAY:

Those Abstaining:

Other business not pertinent to the Resolution appears in the minutes of the Meeting. Upon the conclusion of all business on the Agenda and motion duly made and carried, the Meeting was adjourned.

## CERTIFICATE OF CITY RECORDER

I, Sherrie Gordon, the duly appointed and qualified City Recorder of Price City, Utah (the "Issuer"), do hereby certify that the attached Resolution is a true, accurate and complete copy thereof as adopted by the City Council of the Issuer at a public meeting duly held on \_\_\_\_\_, 2015 (the "Meeting"). The persons present and the result of the vote taken at the Meeting are all as shown above. The Resolution, with all exhibits attached, was deposited in my office on \_\_\_\_\_, 2015, and is officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the Issuer, this \_\_\_\_\_, 2015.

( S E A L )

---

City Recorder

CERTIFICATE OF COMPLIANCE WITH  
OPEN MEETING LAW

I, Sherrie Gordon, the undersigned City Recorder of Price City, Utah (the "Issuer"), do hereby certify, according to the records of the Issuer in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the \_\_\_\_\_, 2015, public meeting (the "Meeting") held by the governing body of the Issuer as follows:

(a) By causing a notice, in the form attached hereto (the "Meeting Notice"), to be posted at the principal office of the Issuer at least twenty-four (24) hours prior to the convening of the Meeting, the Meeting Notice having continuously remained so posted and available for public inspection until the completion of the Meeting; and

(b) By causing a copy of the Meeting Notice to be delivered to a newspaper of general circulation in the geographic jurisdiction of the Issuer at least twenty-four (24) hours prior to the convening of the Meeting; and

(c) By causing the Meeting Notice to be posted on the Utah Public Notice Website at least twenty-four (24) hours prior to the convening of the Meeting.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this \_\_\_\_\_, 2015.

\_\_\_\_\_  
City Recorder

(SEAL)

(Attach Meeting Notice and Notice of 2015 Annual Meeting Schedule, including proof of posting thereof on the Utah Public Notice Website)

EXHIBIT C

ADDITIONAL BONDS TEST FOR OUTSTANDING OBLIGATIONS

**"DRAFT"**

Minutes of the Price City Council Meeting  
City Hall  
Price, Utah  
September 30, 2015 at 5:30 p.m.

**Present:**

Mayor Piccolo

**Councilmembers:**

Kathy Hanna-Smith

Layne Miller

Miles Nelson

Rick Davis

Kevin Drolc-Chief of Police

Nick Sampinos-City Attorney

John Daniels-Human Resources Director

Gary Sonntag-Public Works Director

Lisa Richens-Finance Director

Sherrie Gordon-City Recorder

Excused Absence: Councilmember Clausen, Bret Cammans-Customer Service Director and Nick Tatton-Community Director

Present: Darrin Teply, SueAnn Martell, Susanne Scott, Scottie Draper, Chantz Richens, Jan and Dallin Watson, Tara Kalatzes, Barbara Brown, Aspy Kontgas, Gust Kaltzes, Geri Gamber, and Rick Sherman.

1. Mayor Piccolo called the regular meeting to order at 5:30 p.m. He invited Boy Scout Dallin Watson with Troop 907 to lead the Pledge of Allegiance.
2. Roll was called with the above Councilmembers and staff in attendance.
3. PUBLIC COMMENT –  
Geri Gamber, Chair Person for the Domestic Violence Coalition for Carbon County, addressed the Council. She advised the Council that they had missed the deadline to put this issue on the agenda. She requested authorization to place crosses and a banner at the Peace Gardens for Domestic Violence Awareness Month for the month of October. Council approved this request.
4. COUNCILMEMBERS REPORT – The councilmembers presented an update on the activities and functions in which they have participated since the last council meeting.

Councilmember Hanna-Smith asked for assistance in hanging 10 banners for the USU Prehistoric Museum. They will be placed along the west side and the north side of the Price City building that houses the museum. Gary Sonntag, Public Works Director, will assist on this project.

Councilmember Hanna-Smith announced the following save-the-dates:

- October 23, 2015, Price City Mural Open House, 5:00-7:00 P.M.
- October 29, 2015, Southeastern Utah Energy Producers 12<sup>th</sup> Annual SEUEPA Banquet, Carbon County Event Center, 5:00 P.M.
- October 30, 2015, Utah State University Eastern CIB dedication
  - 11:30 P.M. lunch
  - 1:00 P.M. ribbon cutting
  - 1:30 P.M. tour
- November 5-6, 2015, Utah State University Eastern Business Conference

Mayor Piccolo advised Council that starting in January 2016 he would like to include focus groups in the City Council Workshops. Department heads will be asked to join.

Mayor Piccolo will be moving forward to assemble several project meetings: a five year Capital Improvement Plan, three year Maintenance Plan and town hall meetings to be held on a regular basis.

Mayor Piccolo advised Council that Gary Prazen with Original Creations, Inc. had informed him they were going to donate to Price City a representation of the Constitution of the United States, the Bill of

Rights and the Declaration of Independence. This will be place in Price City Hall of Fame. The details are forthcoming.

Mayor Piccolo presented to Council a picture of the PacifiCorp Castle Gate Power Plant. The picture will be displayed on the Centennial Wall of Fame at City Hall.

5. THE EASTERN UTAH TOURISM & HISTORY ASSOCIATION - Update on activities and Visitation Report.

Darrin Teply and SueAnn Martell, Directors of the Eastern Utah Tourism and History Association, provided an update to the Council. The association is a grassroots organization created to preserve and promote the outstanding natural cultural and history of Eastern Utah, Western Colorado and the Intermountain West, through education, advocacy and responsible tourism.

6. RESOLUTION NO. 2015-19 - Consideration and possible approval of a resolution approving the submission of application to the State of Utah designating commercial and industrial zones as recycling market development zones.

**MOTION.** Councilmember Davis moved to approve Resolution 2015-19. Motion seconded by Councilmember Hanna-Smith and passed.

7. RESOLUTION NO. 2015-20 - Consideration and possible approval of a resolution approving the submission of application to the State of Utah for renewal of the enterprise zone designation for Price City commercial and industrial zones.

**MOTION.** Councilmember Hanna-Smith moved to approve Resolution 2015-20. Motion seconded by Councilmember Davis and passed.

8. UTAH DIVISION OF WATER RESOURCES, GRANT AGREEMENT, \$300,000, LOWER ELEVATION RESERVOIR PROJECT - City will be reimbursed for the actual costs incurred. Agreement expiration is June 30, 2016; see copy attached.

**MOTION.** Councilmember Miller moved to approve the Grant Agreement. Motion seconded by Councilmember Nelson and passed.

9. APPOINTMENT DIRECTOR PUBLIC WORKS - Consideration, advice and consent by the City Council of the Mayor's recommended appointment to fill the office of Director, Public Works - Miles Nelson.

**MOTION.** Councilmember Hanna-Smith moved to approve the appointment of Miles Nelson as the new Director, Public Works as recommended by Mayor Piccolo. Motion seconded by Miller and third by Councilmember Davis and passed.

10. PUBLIC HEARING - Public hearing to receive input regarding the proposed land use of sober living houses at 160 E 100 S and 178 E 100 S within the commercial 1 zoning district.

**MOTION.** Councilmember Miles moved to open the public hearing at 6:26 p.m. Motion seconded by Councilmember Miller and carried.

Aspy Kontgas, a private citizen, address the Council. She made the following comments and raised the following questions:

- She has the same concerns she addressed at the Planning & Zoning meeting on Monday, September 28, 2015.
- They were told one sober house was going to be in the neighborhood and now two sober houses were applied for.
- She thinks the citizens in the neighborhood don't have a voice regarding the sober houses going into their neighborhood and thinks the approval will be rubber-stamped.
- The street light near her home was knocked out when a traffic accident occurred and has never been fixed. She asked if this light could be fixed. Mayor Piccolo said he would look into this and report back to her.

**MOTION.** There being no further comments from the public, Councilmember Hanna-Smith moved to close the public hearing at 6:30 p.m. Motion seconded by Councilmember Davis and carried.

Mayor Piccolo stated that the Planning and Zoning Commission held lengthy discussion before recommending approval for both address to provide a male and a female sober house of five residents per home. Every issue that citizens brought up has been addressed in the recommended Conditional Use Agreement.

Nick Sampinos, City Attorney, addressed the Council on behalf of Nick Tatton, Community Director, who was excused from the meeting. He asked if City Council had reviewed the agreement and conditions of approval recommended by the Planning Commission and if they had any questions. He stated that all application requirements have been met. He recommended that the Conditional Use Permit together with all recommended conditions of approval should be attached to the minutes of this meeting to be part of the permanent record if this request is approved.

Mayor Piccolo thanked the landlords on this project, Gust and Tara Kalatzes.

Councilman Miller addressed the Council. He thinks the sober houses are needed for the greater good of the community. He is planning to volunteer at the houses as a mentor.

Councilmember Hanna-Smith addressed the Council and audience. All involved have studied this project. Price City will take good care of their residents.

Nick Sampinos, City Attorney, stated that Nick Tatton, Community Director, has spent the last 45-60 days insuring that all the application requirements have been met, all of the paperwork has been submitted properly, and that the citizens have been given a fair opportunity to disclose their questions and concerns about this project. The developer was also given a fair opportunity to voice his questions and concerns regarding this project.

PLANNING AND ZONING COMMISSION – Nick Sampinos, City Attorney, on behalf of Nick Tatton, Community Director, reported that the Planning and Zoning Commission gave favorable recommendations on the application for a Conditional Use Permit as follows:

11. **CONDITIONAL USE PERMITS -**

a. **SOBER LIVING HOUSES -** Consideration and possible final approval of a Conditional Use Permit Amendment for sober living houses located at 160 E 100 S and 178 E 100 S, within the Commercial 1 zoning district, Foundation for Family Life of Utah-Mentor Works, Mr. Joseph White.

The Planning Commission reviewed the Conditional Use Permit Amendment and has recommended the Price City Council provide final approval including the condition of approval below:

- Acceptance and approval of a reasonable accommodation request finding that interpretation of the Code for the land use of a group home, a related land use to a rooming and boarding house, is restricted in the C-1 zoning district and a reasonable accommodation is warranted based on property availability within the community and the use is located in a residential structure within the C-1 zoning district and the group home standard provides a functional, reasonable and rational basis for the land use evaluation, conditions and permitting.
- No on-street parking by residents or house manager finding that restricted on-street parking mitigates the potential for vehicle and pedestrian accidents and congestion in the neighborhood.
  - No unusual traffic (delivery trucks, commercial vehicles, heavy equipment) permitted on or off site finding that restricted unusual traffic mitigates negative impacts in the neighborhood.
  - Total parking limited to two (2) traditional vehicles parked off street in the driveway for each location.
- Garbage collection and service frequency arranged so as to not permit accumulations of garbage beyond capacity of on-site receptacles and receptacle quantity and service frequency



to be adjusted to avoid accumulations of garbage or other related nuisances in the neighborhood.

- No unusual waste, debris, residential or otherwise to be generated, no unusual electronic interference generated, no unusual dust, smoke, odors, noise, discharge or other contamination generated finding that restricted unusual generation of potential nuisances conditions mitigates negative impacts in the neighborhood.
- No on-site individual or group counseling or medical treatments to be provided finding that the location is not licensed or permitted as a counseling or treatment center nor is it permitted as a Home Occupied Business for the provision of those services.
- Fire and building safety inspection of subject properties to be completed by the Price City Fire Chief and Price City Building Inspector and compliance with all safety requirements and recommendations stemming from the inspection(s) finding that fire and building safety improvements protect the health, safety and welfare of the community.
- Inspection of the subject properties by a qualified American's with Disabilities Act (ADA) inspection provider and compliance with all access and safety requirements stemming from the inspection finding that inspected and accessible housing ensures compliance with the ADA laws and is in the best interest of the potential residents occupying the structures.
- Maintain a minimum of one full-time, on-site house manager at all times at both 178 E 100 S and 160 E 100 S, respectively, finding that the nature of the housing occupancy necessitates full-time, on-site management to mitigate neighborhood impacts created by the occupancy type.
  - Occupancy limit on each home not to exceed six (6) total persons including full-time, on-site house manager finding that the occupancy limits for a large group home licensing provide a rational basis for approval of the land use and mitigate the potential for overcrowding in the structure or neighborhood and the physical bedroom and bathroom space in the structure does not support additional occupancy levels.
  - Occupancy to comply with Transitional Housing as defined in Section 1.13.278 of the Code: TRANSITIONAL HOUSING FACILITY. A facility owned, operated or contracted by a governmental entity or a charitable, not for profit organization, where, for no compensation, temporary housing (usually three to twenty four months, but in no event less than thirty days) is provided to homeless persons, while they obtain work, job skills, or otherwise take steps to stabilize their circumstances. A transitional housing facility shall not include a shelter for the homeless, and a dwelling unit provided to a family for the exclusive use as part of a transitional housing program, for more than thirty days, shall not be considered to be a transitional housing facility.
- No persons to reside, visit, or congregate at the either home or property who are listed on any sex offender registry or who have committed a crime involving weapons or violence or persons known to currently be using drugs in an illegal manner finding that children may be present in the neighborhood and restricting registered sex offenders and those who have committed crime(s) involving weapons or violence from the location protects the health, safety and welfare of the community.
- Only persons originally or [formerly] permanently based in Carbon County for a minimum of a six (6) month period to reside in either home finding that limiting occupancy of the home to persons from Carbon County serves to mitigate the community concern regarding imported residents with criminal histories.
- Official supervision of each resident in the home to be provided by Adult Probation and Parole or, at Mentor Works expense for costs and reimbursement, the joint supervision by the Price City Police Chief and/or the Carbon County Sheriff, or through a court appointed private probation provider, finding that official law enforcement supervision increases the opportunity for success of the residents and mitigates potential issues within the neighborhood.
  - All supervisory visits will be accommodated.

- No unsupervised gathering in excess of ten (10) individuals at the home, inside or outside finding that restricting large gatherings of people mitigates disturbances within the neighborhood.
- No unsupervised or uninvited children under the age of eighteen (18) years of age permitted to enter either yard or home, regardless of relationship, connection to resident or status finding that restricting access by children protects the health, safety and welfare of the community.
- Conduct information dissemination and program operation meetings with members of the neighborhood, at a location within the neighborhood or immediately adjacent to the neighborhood, a minimum of annually, finding that interaction between the operation and the neighborhood limits misinformation and serves to mitigate misunderstandings as well as provide the basis for correction of problem situations in advance.
- Provision of a list of residents, managers, volunteers, updated from time-to-time as may be necessary, to the Price City Police Department, Carbon County Sherriff Department and any neighbors requesting finding that public safety knowledge of high-risk individuals or situations in the community mitigates the potential for criminal or civil violations.
  - Compliance with all community safety requirements or recommendations provided by the Price City Police Department finding that community safety directives protect the health, safety and welfare of the community.
- Certify, by way of accepting these conditions of approval, and the applicants acknowledgement, that: (1) all American's with Disability Act and Fair Housing Act requirements will be followed; and, (2) Certify, via the submission of the Conditional Use Permit Application, that no person will be placed or remain in either location whose prior or current behavior, actions and/or criminal incidents or convictions, has demonstrated that such person is or may be a direct threat to the health or safety of other individuals, or whose said behavior, actions and/or incidents or convictions has resulted in or may result in substantial physical damage to the property of others finding that such certifications protect the health, safety and welfare of the community.
  - Any violators to be removed from the home and the violation to be reported to the Price City Police Department within 24 hours.
  - Violators removed from home to be relocated to another home or facility by Mentor Works to ensure homeless situations are not created in the community.
- Provision of copies of all state licensing documents to Price City finding that properly licensed and registered businesses protect the health, safety and welfare of the community.
- Provision of a copy of the Department of Justice (DOJ) grant the Foundation for Family Life of Utah/Mentor Works is administering finding that local knowledge of the terms of the grant may help identify timing of management gaps of the project finding that a strong possibility of terminated, delayed or reduced management of the site by the Foundation for Family Life of Utah/Mentor Works may occur when the grant terminates.
  - Submission of a written plan to Price City detailing the approach the Foundation for Family Life of Utah/Mentor Works will take to ensure continued, ongoing and uninterrupted operation of the facility in a manner consistent with this approval should the DOJ grant status change.
- No installation of signage at either location finding that restriction of signage serves to maintain the residential character of the properties, although situated within the C-1 zoning district, and structure utilized to accommodate the land use.
- Submission to Price City on an annual basis certificates of liability insurance from the property owner and/or operations provider in the minimum amount of \$1,000,000 finding that insured operation's protect the financial interest of the community as well as protect the health, safety and welfare of the community.
- No violations of the Price City Property Maintenance Code as it relates to the property or the structure finding that properly maintained property and structures protect area property values and is consistent with the Price City General Plan.

**MOTION.** Councilmember Hanna-Smith moved to provide final approval of the Conditional Use Permit for the Sober Living Houses at both locations as recommended by the Planning & Zoning Commission with the conditions indicated. Motion seconded by Councilmember Miller and passed.

b. LAND SUBDIVISION - Consideration and possible approval of a 23 lot subdivision for Parklane Townhomes, within a Planned Unit Development, located at approximately 450 North 1600 East, Georgetown Development, Mr. John Dester.

The Planning Commission reviewed the Conditional Use Permit and has recommended the Price City Council provide final approval including the condition of approval below:

- a. Recording of the final plat with the Carbon County Recorder's office timely finding that properly approved and recorded plats and land records mitigate misunderstandings and serve to keep property records accurate.
- b. Completion of, or amendment to, a public infrastructure development agreement with the Price City Public Works Department and submission of the required financial surety finding the properly agreed to public infrastructure development and financial guarantees protect the financial interest of the community.
  - i. Development elements may include: curb, gutter, sidewalk, street lighting, fire hydrants, water lines, sewer lines, electric lines, ADA access, paint striping, street signage.
- c. Completion of, or amendment to, a private utility agreement with the Price City Public Works Department finding that properly agreed management and operation of private utility systems connected to the public system protect the health, safety and welfare of the community.
- d. Connection of all utilities to the development in compliance with direction from the respective utility providers including Price City Electric, Price City Water and Sewer and Price City Storm Water Management finding that properly connected and installed utility connections prevent service and maintenance issues.
- e. Completion of all storm water management plans and development consistent with plans submitted and with any direction from the Price City Engineer finding that properly controlled storm water flows mitigate the potential for flooding and property destruction.

**MOTION.** Councilmember Davis moved to provide final approval of the Conditional Use Permit of a 23 lot subdivision for Parklane Townhomes as recommended by the Planning & Zoning Commission with the conditions indicated. Motion seconded by Councilmember Nelson and passed.

c. DAYCARE AND PRESCHOOL LAND USE - Consideration and possible approval of a daycare and preschool land use located at 130 N 200 E within the Commercial 1 zoning district, called Bedtime Stories 24 Hour Child Care Center, Joann Hagen.

The Planning Commission reviewed the Conditional Use Permit and has recommended the Price City Council provide final approval including the condition of approval below:

- Ensure that business operation and occupancy limited to the lesser of the identified safe occupancy load of the building as established and regulated by the Price City Building Inspector and Price City Fire Chief or the State of Utah permit maximum, finding that occupancy limits protect the health, safety and welfare of the building occupants and the overall community.
- Complete of building and fire safety inspection of structure by the Price City Building Inspector and Price City Fire Chief and compliance with all required safety recommendations stemming from the inspections finding that updated and inspected structures protect the health, safety and welfare of the community and specifically protect the life safety of children at daycare or preschool.
  - Safety inspection must address: (1) building and structure in general; (2) kitchen and food prep area specifically; (3) use of lower level of structure specifically.
- Submit of a copy of State of Utah license to Price City finding that properly licensed and permitted businesses serve to protect the health, safety and welfare of the community.

- Complete all building renovations completed under the auspices of a Price City Building Permit and inspected by the Price City Building Inspector finding that properly permitted and inspected building renovations protect the health, safety and welfare of the community.
- Ensure that no additional structures located on the site without specific review and approval of an amended site plan finding that future uses, structures and development may require additional permitting and consideration by Price City.
- Ensure that children within the structure or in the outdoor playground area to remain under the direct supervision of a qualified Bedtime Stories adult employee at all times finding that qualified adult supervision mitigates the potential for malicious acts.
- Site to be renovated and improved consistent with site plan submitted and as indicated below finding that approved site plans protect the health safety and welfare of the community.
  - Parking Lot Surfacing: Parking lot to be hard surfaced on or before 9-1-17 as required by Section 6.7 of the Code. Parking lot may be temporary surfaced with gravel or asphalt millings. No debris or mud track out to city streets permitted. Minimum of twelve (12) off street parking spaces to be identified, including ADA spaces. Minimum of two (2) off street parking spaces identified for safe drop-off and pick-up of children.
  - Exterior Lighting: parking lot, drop-off and pick-up area and outside corridors and play areas to be lighted and fully visible during dark hours for safety. Light fixtures to be angled away from neighboring residential properties. All exterior lighting to be LED fixtures.
  - Garbage: Garbage cans and/or garbage dumpster to be maintained in off-street enclosure to prevent wind scatter of garbage, rubbish and debris. Garbage receptacles in quantity and service frequency to prevent accumulations of garbage, rubbish, debris outside of the containers.
  - Drop off and Pick Up: Must be maintained in off-street location for safety.
  - Fencing: Playground and outdoor play area to be secured with a six foot non-sight obscuring (6') secured fence. Fence to accommodate secured gate used for emergency purposes only. No egress by children or ingress by unauthorized persons through gate or fence. Six foot (6') sight obscuring fence along north and east site boundaries; three foot (3') for thirty feet (30') from each sidewalk line.
  - Landscaping: Minimum of 5% of surface area of site to be landscaped. All landscaping to be water wise.
- Complete a storm water management plan based on new impervious surface of parking lot and submission of plan to the Price City Engineer for review and concurrence finding that properly planned storm water flows prevent flooding and impact to property and life safety.
- Ensure that business signage to be presented to the Price City Planning Department prior to installation for review and potential approval finding that properly reviewed and approved business signage promotes increased commercial and business activity within the community, consistency in signage and is consistent with the Price City General Plan.
- Ensure that no conditions at the property or structure that violate the Price City Property Maintenance Code finding that properly maintained property and structures protect area property values and is consistent with the Price City General Plan.

**MOTION.** Councilmember Nelson moved to approve final approval of the Conditional Use Permit for Bedtime Stories 24 Hour Child Care Center as recommended by the Planning & Zoning Commission with the conditions indicated. Motion seconded by Councilmember Hanna-Smith and passed.

d. **ASSISTED LIVING FACILITY** - Consideration and possible approval of concept approval only for an assisted living facility land use at 75 E 500 N within the Public Facilities (PF) zoning district, Beehive Homes of Price - Memory Care Center, Richard Nuffer.

The Planning Commission reviewed the Conditional Use Permit and has recommended the Price City Council provide concept approval only including the conditions of concept approval only below:

- a. Obtain site control or ownership allowing unencumbered private development to occur.

- b. Final comprehensive site plan to be prepared and submitted consistent with the concept site plan submitted, and to include the following elements:
  - i. Utility connections for water, sewer, electric, natural gas detailed (size, location, etc.) including any required sampling manholes and grease traps.
    - 1. Procurement and submission of capacity and willingness to serve letters from each utility provider.
    - 2. Provide electrical load sheet to Price City electric department.
    - 3. Provide full details on solar installation to Price City electric department.
  - ii. Detail and location of retaining wall to support hillside and prevent storm water or debris flows from negatively impacting the development.
  - iii. Fencing: potentially required six foot (6') sight obscuring fencing on the west and north sides of the development. Location and details onto site plan.
  - iv. Review of development with the Price City Fire Chief and installation of fire safety water lines and hydrants as required. Locations to be indicated on final site plan.
  - v. Minimum of 12 off street parking spaces, including ADA spaces, to accommodate initial and future building at site. Consistent with Code Section 6.4.10 of 4 spaces + 1 space per 5 beds = 11 spaces. One (1) additional space for visitors.
    - 1. Parking lot and exterior area lighting to be high efficiency LED fixtures.
    - 2. Parking lot and exterior area lighting to be angled, shielded or on timers to not negatively impact neighboring residential uses with light transference.
    - 3. Right turn only upon exit from off street parking with signage. To be indicated on site plan.
  - vi. Garbage dumpster to be located and identified on final site plan in screened enclosure with gates.
  - vii. Detail on curb, gutter, sidewalk, street light, and other public infrastructure installations.
  - viii. Indicate minimum of 5% of area landscaping on site plan. Landscaping to be water wise.
  - ix. Indicate locations of business and way-finding signage proposed on final site plan.
- c. Completion of a geotechnical study and submission of the study to the Price City Engineer for review and concurrence and potential further development requirements and recommendations.
- d. Completion of a storm water management plan and submission of the plan to the Price City Engineer for review and concurrence and potential further development requirements and recommendations including on site detention.
- e. Completion of a private utility agreement with the Price City public works department as it relates to culinary water connection and service.
- f. Completion of a public infrastructure development agreement with the Price City public works department as it relates to the installation of public infrastructure associated with the development and submission of the required financial surety as required.
- g. Completion of a Price River Water Improvement District (PRWID) waste water survey and submission of the survey to PRWID with a copy to Price City.
- h. Submission of building plans to the Price City building department for review and approval. All construction to be completed under the auspices of a Price City building permit.
- i. Recommended that a pre-development meeting be held with Price City and area service providers prior to finalization of the site plan to be submitted for final approval.
- j. Identification and recording of any necessary easements including existing water lines, storm water drainage, electrical lines.

- k. Application and receipt of Price City business license prior to opening and operation at site.
- l. Business signage to be submitted to the Price City planning department for review and potential approval prior to installation.
- m. Completion and submission of a preliminary environmental site review consistent with Section 3.3.3 of the Code and any mitigation plans for conditions noted.

CONSENT AGENDA – **MOTION**. Gary Sonntag, Public Works Director, stated that item 14 and item 15 were duplicate items and asked that item 15 be struck from the agenda. Councilmember Hanna-Smith moved that item 15 be struck from the agenda. Motion seconded by Councilmember Miller and carried. **MOTION**. Councilmember Hanna-Smith moved to approve consent agenda items 12 through 16. Motion seconded by Councilmember Miller and carried.

12. MINUTES -

- a. September 9, 2015 City Council Meeting

- 13. BUSINESS LICENSES - Authorization to approve business licenses for Foundation for Family Life/Mentor Works at 160 East 100 South, Foundation for Family Life/Mentor Works at 178 East 100 South, Bryner Photography at 585 East Main, Sodalicious Drinks & Snacks, LLC. at 430 South Carbon Avenue, BNL Landscaping at 830 North 100 East, and Infocus Technical Solutions, LLC.
- 14. NIELSON CONSTRUCTION INC., CLASS C ROAD CAPE SEAL PROJECT #6C-2015 - Main Street, Carbonville Road to 400 West. Change Order: Remove slurry seal (\$30,400), Add Flush Coat +\$3,000. Payment #1 (final) \$41,000. Budget.
- 15. NIELSON CONSTRUCTION, INC. CLASS C ROAD PROJECT #6C-205, CAPE SEAL - Change order reducing the project by \$27,400 (delete slurry and add flush coat). Payment #1, final, \$41,000. This item was struck from the agenda.
- 16. TRAVEL REQUEST -  
Ron Brewer, 2015 Water Quality Technology Conference, American Water Works Association, November 16-18, 2015, Salt Lake City, UT.
- 17. COMMITTEES - Updates presented.
  - a. WATER RESOURCES
  - b. EMERGENCY PLANNING
  - c. COMMUNITY PROGRESS-CULTURE CONNECTION
  - d. INTERNATIONAL DAYS
- 18. UNFINISHED BUSINESS
  - a. Recycling – Next meeting is scheduled for October 8, 2015 at 4:00 P.M.

The regular City Council meeting was adjourned at 7:30 p.m. by Mayor Piccolo, pursuant to the motion by Councilmember Nelson.

APPROVED:

ATTEST:

\_\_\_\_\_  
Joe L. Piccolo, Mayor

\_\_\_\_\_  
Sherrie Gordon, City Recorder

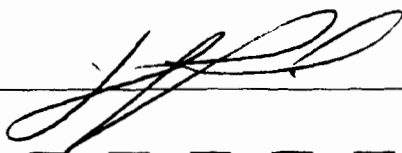
# CONDITIONAL USE PERMIT AMENDMENT

THIS PERMIT IS HEREBY APPROVED FOR:

A LAND USE OF: BOARDING HOUSE  
LAND USE LOCATED AT 160 E 100 S  
AND 178 E 100 S, WITHIN THE  
COMMERCIAL 1 (C-1) ZONING DISTRICT

CONSISTENT WITH THE TERMS, CONDITIONS AND REQUIREMENTS SET FORTH  
BY THE PRICE CITY PLANNING AND ZONING COMMISSION, THE PRICE CITY  
COUNCIL AND THE PRICE CITY LAND USE MANAGEMENT AND DEVELOPMENT  
CODE.

SIGNATURE



09/30/2015  
DATE



PRICE  
CITY

**ACKNOWLEDGEMENT AGREEMENT FOR CONDITIONS OF LAND USE AS REQUIRED BY THE PRICE CITY PLANNING AND ZONING COMMISSION AND AS AGREED TO BY THE LAND USE APPLICANT FOR A BOARDING HOUSE LAND USE TO BE LOCATED AT: (1) 160 E 100 S; AND, (2) 178 E 100 S. WITHIN THE COMMERCIAL 1 (C-1) ZONING DISTRICT.**

**Purpose:** the purpose of this agreement is to establish the terms and conditions of an agreement between Price City and JOSEPH WHITE, FOUNDATION FOR FAMILY LIFE OF UTAH/MENTOR WORKS, regarding the conditions of land use associated with A **BOARDING HOUSE LAND USE TO BE LOCATED AT: (1) 160 E 100 S; AND, (2) 178 E 100 S. WITHIN THE COMMERCIAL 1 (C-1) ZONING DISTRICT** as it is associated with JOSEPH WHITE, FOUNDATION FOR FAMILY LIFE OF UTAH/MENTOR WORKS.

**Parties:** this agreement is made by and between Price City (City), 185 East Main Street, Price, Utah 84501 and JOSEPH WHITE, FOUNDATION FOR FAMILY LIFE OF UTAH/MENTOR WORKS, (Applicant), for the property located at **(1) 160 E 100 S; AND, (2) 178 E 100 S.**

**Term:** the term of this agreement commences on SEPTEMBER 28<sup>TH</sup>, 2015 and will perpetually run with the land unless terminated based on a change of use or other performance or compliance factors as outlined in the Price City Land Use Management and Development Code (Code). This contract is further subject to compliance with all Code requirements and other state, federal or local permitting.

The parties identified above hereby agree to the following:

**Applicant Shall:**

- Acceptance and approval of a reasonable accommodation request finding that interpretation of the Code for the land use of a group home, a related land use to a rooming and boarding house, is restricted in the C-1 zoning district and a reasonable accommodation is warranted based on property availability within the community and the use is located in a residential structure within the C-1 zoning district and the group home standard provides a functional, reasonable and rational basis for the land use evaluation, conditions and permitting.
- No on-street parking by residents or house manager finding that restricted on-street parking mitigates the potential for vehicle and pedestrian accidents and congestion in the neighborhood.
  - No unusual traffic (delivery trucks, commercial vehicles, heavy equipment) permitted on or off site finding that restricted unusual traffic mitigates negative impacts in the neighborhood.
  - Total parking limited to two (2) traditional vehicles parked off street in the driveway for each location.
- Garbage collection and service frequency arranged so as to not permit accumulations of garbage beyond capacity of on-site receptacles and receptacle quantity and service frequency to be adjusted to avoid accumulations of garbage or other related nuisances in the neighborhood.
  - No unusual waste, debris, residential or otherwise to be generated, no unusual electronic interference generated, no unusual dust, smoke, odors, noise, discharge or other contamination generated finding that restricted unusual generation of potential nuisances conditions mitigates negative impacts in the neighborhood.
- No on-site individual or group counseling or medical treatments to be provided finding that the location is not licensed or permitted as a counseling or treatment center nor is it permitted as a Home Occupied Business for the provision of those services.
- Fire and building safety inspection of subject properties to be completed by the Price City Fire Chief and Price City Building Inspector and compliance with all safety requirements and recommendations stemming from the inspection(s) finding that fire and building safety improvements protect the health, safety and welfare of the community.
- Inspection of the subject properties by a qualified American's with Disabilities Act (ADA) inspection provider and compliance with all access and safety requirements stemming from the inspection finding that inspected and accessible housing ensures compliance with the ADA laws and is in the best interest of the potential residents occupying the structures.
- Maintain a minimum of one full-time, on-site house manager at all times at both 178 E 100 S and 160 E 100 S, respectively, finding that the nature of the housing occupancy necessitates full-time, on-site management to mitigate neighborhood impacts created by the occupancy type.
  - Occupancy limit on each home not to exceed six (6) total persons including full-time, on-site house manager finding that the occupancy limits for a large group home licensing provide a rational basis for approval of the land use and mitigate the potential for overcrowding in the structure or neighborhood and the physical bedroom and bathroom space in the structure does not support additional occupancy levels.
  - Occupancy to comply with Transitional Housing as defined in Section 1.13.278 of the Code: **TRANSITIONAL HOUSING FACILITY.** A facility owned, operated or contracted by a governmental entity or a charitable, not for profit organization, where, for no compensation, temporary housing (usually three to twenty four months, but in no event less than thirty days) is provided to homeless persons, while they obtain work, job skills, or otherwise take steps to stabilize their circumstances. A transitional housing facility shall not include a shelter for the homeless, and a dwelling unit provided to a family for the exclusive use as part of a transitional housing program, for more than thirty days, shall not be considered to be a transitional housing facility.
- No persons to reside, visit, or congregate at the either home or property who are listed on any sex offender registry or who have committed a crime involving weapons or violence or persons known to currently be using drugs in an illegal manner finding that children may be present in the neighborhood and restricting registered sex offenders and those who have committed crime(s) involving weapons or violence from the location protects the health, safety and welfare of the community.
- Only persons originally or [formerly] permanently based in Carbon County for a minimum of a six (6) month period to reside in either home finding that limiting occupancy of the home to persons from Carbon County serves to mitigate the community concern regarding imported residents with criminal histories.



Official supervision of each resident in the home to be provided by Adult Probation and Parole or, at Mentor Works expense for costs and reimbursement, the joint supervision by the Price City Police Chief and/or the Carbon County Sheriff, or through a court appointed private probation provider, finding that official law enforcement supervision increases the opportunity for success of the residents and mitigates potential issues within the neighborhood.

Supervisory visits to be completed at a minimum of weekly. All supervisory visits will be accommodated.

- No gathering in excess of ten (10) individuals at the home, inside or outside finding that restricting large gatherings of people mitigates disturbances within the neighborhood.
- No children under the age of eighteen (18) years of age permitted to enter either yard or home, regardless of relationship, connection to resident or status finding that restricting access by children protects the health, safety and welfare of the community.
- Conduct information dissemination and program operation meetings with members of the neighborhood, at a location within the neighborhood or immediately adjacent to the neighborhood, a minimum of annually, finding that interaction between the operation and the neighborhood limits misinformation and serves to mitigate misunderstandings as well as provide the basis for correction of problem situations in advance.
- Provision of a list of residents, managers, volunteers, updated from time-to-time as may be necessary, to the Price City Police Department, Carbon County Sheriff Department and any neighbors requesting finding that public safety knowledge of high-risk individuals or situations in the community mitigates the potential for criminal or civil violations.
  - o Compliance with all community safety requirements or recommendations provided by the Price City Police Department finding that community safety directives protect the health, safety and welfare of the community.
- Certify, by way of accepting these conditions of approval, and the applicants acknowledgement, that: (1) all American's with Disability Act and Fair Housing Act requirements will be followed; and, (2) Certify, via the submission of the Conditional Use Permit Application, that no person will be placed or remain in either location whose prior or current behavior, actions and/or criminal incidents or convictions, has demonstrated that such person is or may be a direct threat to the health or safety of other individuals, or whose said behavior, actions and/or incidents or convictions has resulted in or may result in substantial physical damage to the property of others finding that such certifications protect the health, safety and welfare of the community.
  - o Any violators to be removed from the home and the violation to be reported to the Price City Police Department within 24 hours.
  - o Violators removed from home to be relocated to another home or facility by Mentor Works to ensure homeless situations are not created in the community.
- Provision of copies of all state licensing documents to Price City finding that properly licensed and registered businesses protect the health, safety and welfare of the community.
- Provision of a copy of the Department of Justice (DOJ) grant the Foundation for Family Life of Utah/Mentor Works is administering finding that local knowledge of the terms of the grant may help identify timing of management gaps of the project finding that a strong possibility of terminated, delayed or reduced management of the site by the Foundation for Family Life of Utah/Mentor Works may occur when the grant terminates.
  - o Submission of a written plan to Price City detailing the approach the Foundation for Family Life of Utah/Mentor Works will take to ensure continued, ongoing and uninterrupted operation of the facility in a manner consistent with this approval should the DOJ grant status change.
- No installation of signage at either location finding that restriction of signage serves to maintain the residential character of the properties, although situated within the C-1 zoning district, and structure utilized to accommodate the land use.
- Submission to Price City on an annual basis certificates of liability insurance from the property owner and/or operations provider in the minimum amount of \$1,000,000 finding that insured operation's protect the financial interest of the community as well as protect the health, safety and welfare of the community.
- No violations of the Price City Property Maintenance Code as it relates to the property or the structure finding that properly maintained property and structures protect area property values and is consistent with the Price City General Plan.

Price City Shall:

- Authorize the land use contemplated herein and under the terms and conditions set forth as indicated.

SIGNED THIS 28 DAY OF Sept, 20 15.

Price City

By Robert Oliver, Planning Commission Chair

ATTEST:

Sherrie Gordon, City Recorder

Applicant:

JOSEPH WHITE  
FOUNDATION FOR FAMILY LIFE OF  
UTAH/MENTOR WORKS



**“DRAFT”**

Minutes of the Special Price City Council Workshop  
City Hall, Room 106  
October 2, 2015 – 7:00 a.m.

Present:

Mayor Joe Piccolo

Councilmembers:

Layne Miller

Kathy Hanna-Smith

Miles Nelson

Rick Davis

Present: Richard Tatton, Gary Sonntag and Russell Seeley

Excused: Councilmember Clausing

The Council met and discussed the following items:

1. PRWID report – Richard Tatton
2. Lower elevation reservoir discussion
3. City maintenance plan
4. Mural update
5. Recycling in the City
6. Update on current recycler
7. City trails update
8. Water year update

Meeting adjourned at 9:31 a.m.

APPROVED:

ATTEST:

\_\_\_\_\_  
Rick Davis, Mayor Pro tempore

\_\_\_\_\_  
Sherrie Gordon, City Recorder

Account No: 3181  
 Business Activity: 453  
 Fee: \$100 PD 09-28-75



## BUSINESS LICENSE APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions call (435) 636-3183.

PLEASE TYPE OR PRINT LEGIBLY.

☐ **Renewal** (check and show **changes only** on form below)

**Business Status:** ☒ New Business ☐ Location Change ☐ Name Change ☐ Ownership Change

Business Name (include DBA): Tractor Supply Company #2018

If Name Change, list previous name:

Business Address: 1277 E. Main St.

Suite/Apt. No.:

City: Price

State: UT

Zip Code: 84501

Business Telephone:  
(615) 440-4579

Business E-mail:  
licensedept@tractorsupply.com

Business Fax:  
615-484-4579

★ Mailing Address (if different)  
5401 Virginia Way

City: Brentwood

State: TN

Zip Code: 37027

Property Owner's Name:

Property Owner's Telephone: ( )

Type of Organization: ☒ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ LLC  
 (Include copy of name registration with the State of Utah)

Type of Business: ☒ Commercial ☐ Home Occupation ☐ Reciprocal Building Occupancy Type:

Nature of Business: ☐ Manufacturing ☒ Retail ☐ Wholesale ☐ Services ☐ Other:

Opening Date: 10/3/15 Business Hours: From 8a To 8p (M T W T H F S U) 9a to 6p (please circle)

Detailed Description of Business:

Retail Farm Supplies

Commercial Square Feet: 21,930

No. of Mobile Home Spaces:

No. of RV Spaces:

State Sales Tax I.D. No. (Include copy or proof of exemption): 13945396-004-STC

Federal Tax I.D. No. (Include copy, if applicable): 13-3139732

State License No. (Include copy, if applicable):

State License Type:

**THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS.** Please contact the Business Licensing Officer (City Treasurer) at (435) 636-3161, or 185 East Main, for more information. **Check all that apply.**

- ☐ Alcoholic Beverages
- ☐ Eating Establishment
- ☐ Taxi Cab/Motor Carrier
- ☐ Pawnbroker
- ☐ Sexually Oriented Business

**NOTE:** If applying for any of these businesses, other than an Eating Establishment, please complete the **Consent to a Background/Criminal History Check** form included with this application.

<b>Owner's Name:</b>		
<b>Owner's Address:</b>		<b>Suite/Apt. No.:</b>
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>
<b>Owner's Telephone:</b> (     )	<b>Owner's E-mail:</b>	<b>Owner's Fax:</b>
<b>Owner's Birth Date:</b>		<b>Owner's Drivers License No. (include state &amp; provide copy):</b>

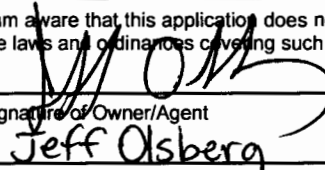
<b>Manager's Name:</b> <u>Todd Wilcox</u>		
<b>Manager's Address:</b> <u>1277 E. Main St.</u>		<b>Suite/Apt. No.:</b>
<b>City:</b> <u>Price</u>	<b>State:</b> <u>UT</u>	<b>Zip Code:</b> <u>84501</u>
<b>Manager's Telephone:</b> <u>(435) 637-1790</u>	<b>Manager's E-mail:</b>	<b>Manager's Fax:</b> <u>(435) 637-1793</u>
<b>Manager's Birth Date:</b>		<b>Manager's Drivers License No. (include state):</b>

If applicant is a CORPORATION, PARTNERSHIP, OR LLC (complete this section)		
ALL OFFICERS (First/Middle/Last)	HOME ADDRESS (City, ST, Zip)	HOME TELEPHONE
1. <u>See List</u>		(     )
2.		(     )
3.		(     )
TITLE	DATE OF BIRTH (MM/DD/YYYY)	DRIVERS LICENSE NO. (Include copy)
1.	/   /	#                      ST
2.	/   /	#                      ST
3.	/   /	#                      ST

I am aware that this application does not constitute approval to operate a business. I hereby agree to conduct said business strictly in accordance with the laws and ordinances covering such business, and swear under penalty of law that the information contained herein is true.

X  9/8/15  
 Signature of Owner/Agent                      Date  
Jeff Olsberg V. P. Tax  
 Please Print Name                      Title

**Please allow at least 10 working days for your application to be processed.**

# **SMUIN, RICH & MARSING**

CERTIFIED PUBLIC ACCOUNTANTS

294 East 100 South

Price, Utah 84501

Phone (435) 637-1203 • FAX (435) 637-8708

CRAIG G. SMUIN, C.P.A.  
R. KIRT RICH, C.P.A.  
GREG MARSING, C.P.A.  
DOUGLAS RASMUSSEN, C.P.A.

MEMBERS

AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS  
UTAH ASSOCIATION OF CERTIFIED PUBLIC ACCOUNTANTS

Honorable Mayor and Members of the City Council  
Price Municipal Corporation  
Price, Utah 84501

We are pleased to confirm our understanding of the services we are to provide Price Municipal Corporation for the year ended June 30, 2015. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Price Municipal Corporation as of and for the year ended June 30, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A) and budgetary comparison schedules, to supplement Price Municipal Corporation's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Price Municipal Corporation's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtain during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited.

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules.
3. Schedule of Funding Progress

We have also been engaged to report on supplementary information other than RSI that accompanies Price Municipal Corporation's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole.

1. Combining Statements.
2. Schedule of Expenditures of State Grants

## **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Price Municipal Corporation and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of Price Municipal Corporation's financial statements. Our report will be addressed to the City Council of Price Municipal Corporation. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during the audit we become aware that Price Municipal Corporation is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

## **Audit Procedures - General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

## **Audit Procedures – General (Continued)**

Because of the inherent limitations of an audit, combined with the inherent limitation of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts and grant agreements; and other responsibilities required by generally accepted auditing standards.

## **Audit Procedures – Internal Controls**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

## **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Price Municipal Corporation's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

## **Management Responsibilities**

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities; to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.



## **Management Responsibilities (Continued)**

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services, and accept responsibility for them.

## **Engagement Administration, Fees and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to Price Municipal Corporation; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Smuin, Rich & Marsing and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation will be made available upon request and in a timely manner to a state or federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request, access to such audit documentation will be provided under the supervision of Smuin, Rich & Marsing personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

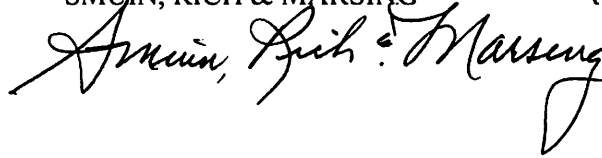
The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a cognizant or oversight agency or its designee, or a state or federal agency providing direct or indirect funding. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our fees for auditing services will be **\$13,200.00**. We will also charge our normal hourly rates for employees or partners who assist the City with the GASB 34 conversion. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional cost.

We appreciate the opportunity to be of service to Price Municipal Corporation and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

SMUIN, RICH & MARSING

A handwritten signature in cursive script that reads "Armin, Rich & Marsing". The signature is written in black ink and is positioned below the printed name "SMUIN, RICH & MARSING".

RESPONSE:

This letter correctly sets forth the understanding of Price Municipal Corporation.

By: \_\_\_\_\_

Title: \_\_\_\_\_



## ADOPT-A-STREET APPLICATION AND AGREEMENT

Price City, hereinafter called the "City," and Utah State University Eastern hereinafter called the "Group", recognize the need and desirability of litter-free streets and public areas and are entering into this Agreement to permit the Group to contribute towards the effort of maintaining a litter-free community.

By signature below, the Group acknowledges the hazardous nature of the work and agrees to assume full responsibility in the event of an accident or other incident involving death or injury to a member of the Group or others, or property damage caused as a result of negligence or intentional conduct on the part of any member or members of the Group. The Group further agrees to the following provisions:

- Participants shall be at least 11 years old. When participants are 15 years of age or younger, the Group shall furnish adequate supervision at the ratio of one adult for every five children.
- Each Group will be acting as authorized volunteer workers for Price City and will be given safety instructions by the Greg Hart, or his/her designee, which will include the following:
  - A. Volunteers must stay off the traveled area of the roadway;
  - B. If traveled area is to be crossed, it must be done by the group together, with proper flagging and supervision;
  - C. Volunteers shall not cross traveled areas of Interstate Freeways. Changing sides will be accomplished by traveling to the next exit and returning to the other side of the road;
  - D. Litter pick up will be done only during daylight hours; and
  - E. This Agreement serves as a safety notice for participants of the group before participating in a roadside clean up. Prior to each drive the group will furnish a list of participants to Price City Recorder.

- Groups shall adopt a section of roadway that is a minimum of two blocks in length.
- Groups shall be required to adopt for a minimum of a one to two year period.
- The Group shall pick up litter a minimum of three times a year, preferably during the spring, summer and fall seasons during daylight hours. One of these times may be designated by the City with thirty days notice to the Group.
- The Group will be responsible for required supplies and materials for the clean-up project, in addition to providing each participant of the group with durable gloves which are required to be worn at all times, and other safety related equipment (i.e., safety glasses and so on). See Attached Safety Tip Sheet.
- The Group shall place filled trash bags at the edge of the shoulder of the adopted street, as they become full, for pick up and disposal by the City Street Department the next work day. Bags are to be tied. Torn bags are to be placed inside another bag and tied.
- Unused materials and supplies furnished by the City Street Department shall be returned to the Street Department within one week following clean up.

The City agrees to accomplish the following:

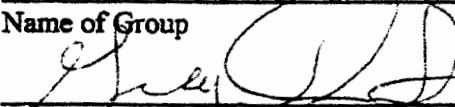
- Erect a sign at the adopted area with the Group's name or acronym displayed.
- Provide orange vests and trash bags.
- Remove the filled trash bags the first workday after pick-up.
- Coordinate publicity efforts with the Group to solicit local media coverage.
- Remove litter from the adopted section only under unusual circumstances, i.e. to remove large, heavy or hazardous items.

If in the sole judgment of the City, it is determined that the adopting group is not meeting the terms and conditions of this agreement, upon 30 days notice the City may terminate the adoption agreement and remove the signs.

The City recognizes the Group as the adopting organization for the sections of street described as 300 E 400 East from Mainstreet North and the Group <sup>to the campus</sup> accepts the responsibility of picking up litter in this area and promoting a litter-free environment within Price City for a period beginning September 14/2015 and ending September, 2017 (minimum of one year).

We certify that we have read, understood and will abide by all of the forgoing provisions of this agreement.

Utah State University Eastern  
Name of Group

  
Group Representative (signature)

8/31/15  
Date

Greg Dart  
Group Representative (print)

451 E 400 N  
Mailing Address

Price City UT 84501  
City State Zip

435-613-5229 435-820-8017  
Telephone (day) Telephone (evening)

\_\_\_\_\_  
Authorized by Mayor of Price City Date

ATTEST: \_\_\_\_\_  
City Recorder

Application for Adopt-A-Street is made by filling out and signing the above agreement. Original agreements will be filed with the Price City Recorder's Office.

# PRICE MUNICIPAL CORPORATION

# EASY

## Economic Investment Incentive Grants

**E**conomic

**A**ctivity

**S**ecurity

Price City **Y**

*Price City...A friendly,  
progressive community.*

## PRICE MUNICIPAL CORPORATION

185 East Main Street  
P.O. Box 893  
Price, Utah 84501  
[www.pricecityutah.com](http://www.pricecityutah.com)

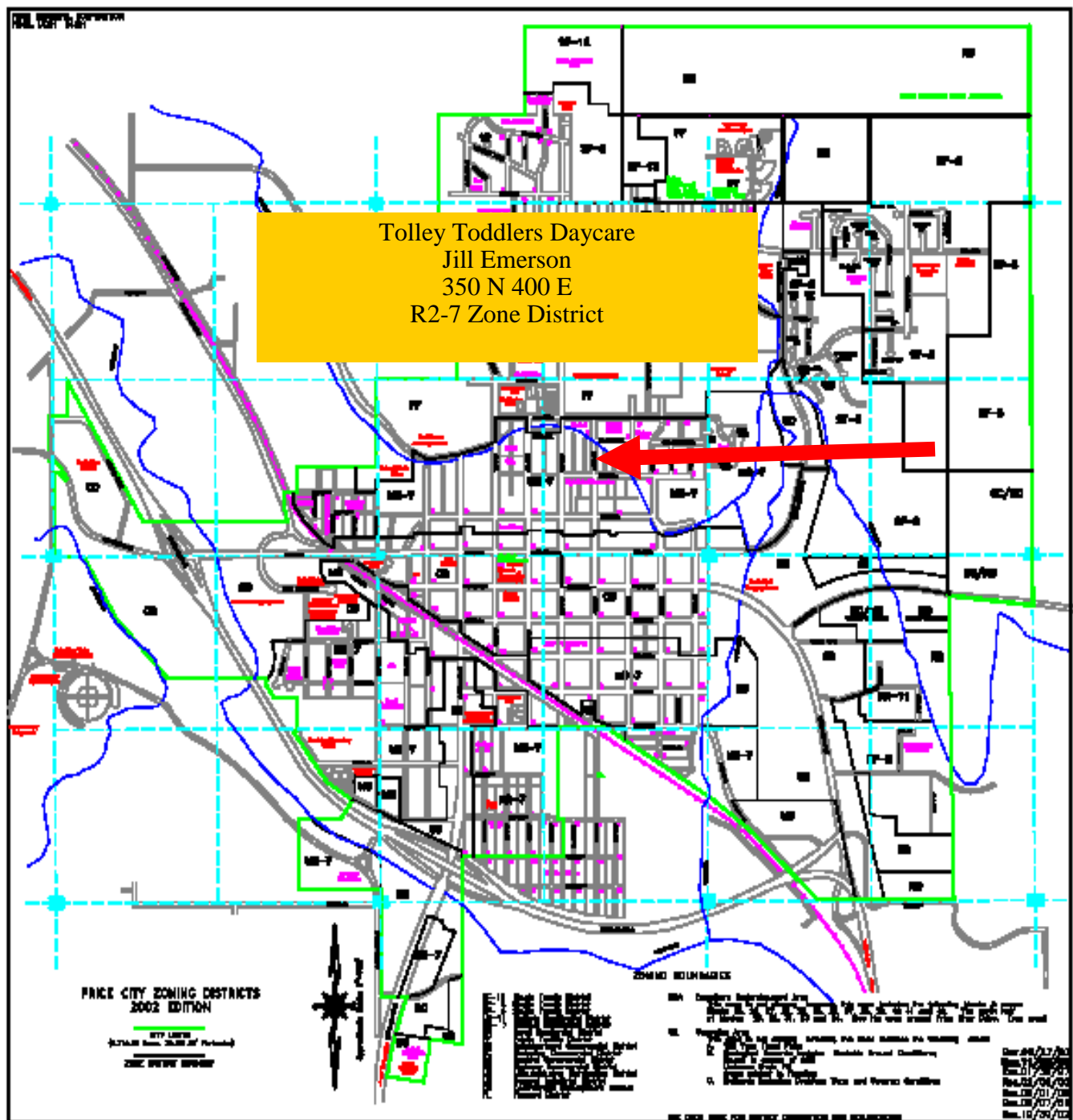
Phone: 435.636.3184  
Fax: 435.637.2905  
Email: [nickt@priceutah.net](mailto:nickt@priceutah.net)



The Price City Economic Activity Security Price City (EASY) fund can be your ticket to business improvement. **EASY** may reimburse eligible and qualified improvement project up to 25% of project costs to a maximum of \$2,000 per project. Eligible projects include: tangible property improvements, utility extensions and upgrades, infrastructure improvements and construction/building permitting costs. Project location must be within incorporated Price City and applicant must have a current Price City business license.

- Consultation with Price City Economic Development
- Application submitted to Price City Economic Development
- Payment of Application fee - 10% of requested funds or \$25
- Submit project documentation including proof of project and payment
- Receive project reimbursement grant funds
- It's **EASY**





# EASY

## Project Application

### Section 1. Program Requirements.

- ☒ Commercial, Retail or Industrial Business within Price City Municipal Boundaries. Attach map indicating physical location of property to be improved.
- ☒ Business License current with Price City. Attach copy of business license.
- ☒ Authority of Requesting Applicant Confirmed. Attach copy of letter, etc.

### Section 2. Improvement Project Description.

Provide a summary of the specific improvements to property EASY funds are being applied for.

Curb and gutter project  
take out old concrete and replace new  
paint yellow  
put up loading + unloading zone signs

### Section 3. Project Budget.

NOTE: All approved EASY projects are funded on a reimbursement basis. Submission of receipts or invoices and evidence of payment (cancelled checks) must be submitted.

Type of Project or Project Element	Cost of Project Element	Comments/Notes:
	\$3,000.00	
TOTAL	\$3000.00	

### Section 4. Signature.

 Jill Emerson 9-30-15  
Printed Name and Signature of Applicant Requesting Funds Date

### Section 5. Administrative Processing.

- ☐ Price City Economic Development staff review of application.
- ☐ Price City Economic Development staff site visit to project.
- ☐ Reimbursement Approval, date \_\_\_\_\_



**Mayor**  
JOE L. PICCOLO  
**City Attorney**  
NICK SAMPINOS  
**Community Director**  
NICK TATTON  
**City Recorder**  
SHERIE GORDON  
**Public Works Director**  
GARY SONNTAG



**Price City**

185 EAST MAIN • P.O. BOX 893 • PRICE, UT 84501  
PHONE (435) 637-5010 • FAX (435) 637-2905  
www.pricecityutah.com

**UTAH'S CASTLE COUNTRY!!**

**City Council**  
KATHY HANNA-SMITH  
RICK DAVIS  
WAYNE CLAUSING  
LAYNE MILLER  
MILES NELSON

September 21, 2015

Jill Emerson  
Tolley Toddlers Daycare  
350 N 400 E  
Price, Utah 84501

RE: Loading Zone

Jill,

Thank you for contacting Price City regarding your concerns about children's safety near your daycare center. It is understood that several busses deliver and pick-up children from your facility each day that have difficulty navigating the driveway and off-street drop-off and pick-up location. It is authorized that a section of curb line fronting your business on 400 East, not to exceed forty feet (40') in length beginning at the north edge of the driveway approach be established as a 10 minute loading and unloading zone to accommodate the busses and children's safety.

This approval is contingent upon completion of the following requirements:

1. Curb and gutter along the whole frontage of the business along 400 East Street to be replaced at business owner or property owner expense. Replacement must be completed to minimum Price City infrastructure standards.
2. Installation of a minimum of two (2) signs, placed along the loading/unloading zone, at business owner or property owner expense, indicating 10 minute loading or unloading zone. Signage and posts to meet minimum Price City standards. Curb to be painted yellow to accommodate the loading/unloading zone.
3. Contact Russell Seeley, Price City Engineer, to hold a meeting with business owners, Price City Public Works and Price City Public Safety to review the loading/unloading zone. Any requirements stemming from the meeting must be included in the zone establishment.
4. Price City will not enforce parking restrictions in the zone.

It is possible that the Price City EASY Program may help to offset some of the costs associated with the establishment of the loading/unloading zone, specifically the installation of the new curb and gutter and the required signs. An application for that program and possible partial funding is attached. Please complete the application and return to my office once you have the invoices and proof of payment to the contractor(s) for the work completed. Please call with any questions. Thanks.

Sincerely,

Nick Tatton, Community Director  
Price City

CC: Russell Seeley, Price City Engineer  
Kevin Drolc, Price City Police Chief  
Scott Olsen, Price City Streets Department

It is against the law for Price Municipal Corporation (Price City), or its sub-recipients of Federal financial assistance to discriminate against any individual of the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief. In compliance with the Americans With Disabilities Act, individuals needing special accommodation to interact with Price City or auxiliary aids and services, which are available upon request, for individuals with disabilities by calling 636-3183. Individuals with speech and/or hearing impairments may call Relay Utah by dialing 711. Spanish Relay Utah: 1-888-346-3162.

TOLLEY TODDLERS  
LESLIE TOLLEY  
JILL EMERSON  
350 N. 400 E  
PRICE, UT 84501

1-02

4169

97-7781/3243

9-25-15

Date

Pay to the order of Reynolds Construction \$ 3,000.<sup>00</sup>  
Three thousand Dollars Dollars

EASTERN STAR COMMUNITY 675 East 1000 South, Price, UT 84501  
(435) 637-2255 (800) 700-2781

For

curb & gutter project

Jill Emerson

⑆324377817⑆7780 00036184⑈4169

Hartford Clarke

Log Out

Tolley Toddlers  
Daycare

Accounts

Services

User Profile

Log Out

## Account History For 36184-2 (SHARE DRAFT)

[Previous](#)

08-01-2015 To 09-28-2015

Effective Date	Check Number	Description	Debit	Credit	Balance
09/28/2015		GLOBAL PAYMENTS GLOBAL PAYMENTS GLOBAL DEP , 09-28-2015 @ : 0 Trace #:091000014493539			
09/26/2015		PIN Purchase COSTCO WHSE #0484 648 EAST 800 SOUTH OREM , 09-26-2015 @ 14:17 Trace #:092814170000194554 0927			
09/26/2015		PIN Purchase SMITHS 1075 E. MAIN ST. PRICE UT , 09-26-2015 @ 10:58 Trace #:092610583900214655 0926			
09/25/2015	<a href="#">4167</a>	Draft# 4167			
09/25/2015		Deposit			
09/25/2015	<a href="#">4169</a>	Draft# 4169	-\$3,000.00		
09/25/2015	<a href="#">4160</a>	Draft# 4160			
09/25/2015		PIN Purchase Wal-Mart Super Center 1573 WAL-SAMS , 09-25-2015 @ 9:37 Trace #:092509375596762806 0925			
09/25/2015		PIN Purchase WAL-MART #1573 255 SOUTH HIGHWAY 55 PRICE , 09-25-2015 @ 9:36 Trace #:092509360000957503 0925			
09/25/2015		BKAMERICA BKAMERICA IC PAYMENT , 09-24-2015 @ : 0 Trace #:111000024315685			
09/24/2015		Deposit			
09/23/2015		PIN Purchase Wal-Mart Super Center 1573 WAL-SAMS , 09-23-2015 @ 9:50 Trace #:092309500431343390 0923			
09/23/2015		O/D XX184-020			
09/23/2015		PIN Purchase WAL-MART #1573 255 SOUTH HIGHWAY 55 PRICE , 09-23-2015 @ 9:48 Trace #:092309460000839676 0923			
09/23/2015		O/D XX184-020			
09/23/2015		TO XX184-020			
09/23/2015		GLOBAL PAYMENTS GLOBAL PAYMENTS GLOBAL DEP , 09-23-2015 @ : 0 Trace #:091000015600032			
09/22/2015	<a href="#">4154</a>	Draft# 4154			
09/22/2015		PIN Purchase WM SUPERCENTER # Wal-Mart Super Center PRICE , 09-22-2015 @ 9:35 Trace #:092209350400553287 0922			
09/22/2015		Deposit			
09/21/2015	<a href="#">4150</a>	Draft# 4150			
09/21/2015		Purchase SUTHERLANDS 2813 PRICE US , 09-17-2015 @ 7:22 Trace #:09170722522307200 0921			
09/21/2015		Draft# 4152 UTAH STATE U CHECKPAYMT , 09-21-2015 @ : 0 Trace #:091000019082293			

## Account History

Show History for Suffix

2 SHARE DRAFT

[Filter Options](#)  
[Print Preview](#)  
[Export Options](#)  
[Quick Export](#)

## Suffix Information

Date Opened  
January 3, 2002  
Amount Required  
0.00  
Last Transaction Date  
September 28, 2015  
Transferable  
Yes  
Withdrawable  
Yes

## Now Mobile



# NEWMAN

## Contracting

P.O. Box 49 • Price, UT 84501  
Phone: 637-7469 • Cell: 650-2602  
Fax: (435) 637-2563

# Proposal

Page No. \_\_\_\_\_ of \_\_\_\_\_ Pages

PROPOSAL SUBMITTED TO <i>Tolley Toddler</i>		PHONE	DATE <i>9/25/15</i>
STREET <i>350 N. 400 E.</i>		JOB NAME	
CITY, STATE AND ZIP CODE <i>Price, UT. 84501</i>		JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby propose to furnish materials and labor necessary for the completion of:

*Remove existing Curb 60'*

*Compact Gravel*

*Replace 60' Curb*

*3000<sup>00</sup>*

WE PROPOSE hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

*Paid in Full upon Completion* dollars (\$ *3000<sup>00</sup>*)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized  
Signature \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within *10* days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

Open today 9:00 am – 5:00 pm

"The classes are small, the **professors** are personable, the tuition is..."



P. O. Box 893 Price, Utah 84501

To: TOLLEY'S TODDLERS DAYCARE  
350 N 400 E  
PRICE UT 84501

2015  
Price City Business License

Type of Business: GENERAL BUSINESS LICENSE

Name: JILL EMERSON

Location: 104 N 1280 W

License No: 1822

Date Issued: 06/18/2015

License Period: 01/01/2015

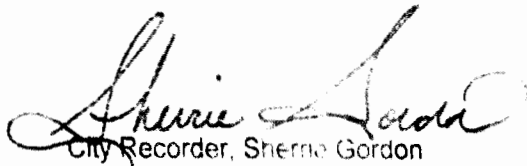
12/31/2015

Fee: 100.00



NOTICE:  
THIS LICENSE MUST BE POSTED  
IN A CONSPICUOUS PLACE

The below named person or firm is hereby granted a license to do business as stated below in Price City, Utah, subject to provisions of the Business Licensing Code of Price City 2007 and subsequent amendments relating to business license for the period indicated

  
City Recorder, Sherrie Gordon

THIS LICENSE IS NON TRANSFERABLE  
PLEASE POST LICENSE IN A LOCATION VISIBLE TO THE PUBLIC

# Price City Police Department Travel Request and Authorization

Date: September 8, 2015

Employee: Ralph Vose

Purpose of Travel: Arbinger Training

Agency Sponsoring Activity: Utah Local Governments Trust

Destination: Salt Lake City, Utah

Dates employee will be involved in training: Oct. 26-27, 2015

Expenses will be reimbursed to the City by: \_\_\_\_\_

## Method of Travel:

City Vehicle (gas) \$ \_\_\_\_\_

Personal Vehicle (gas)

\_\_\_\_\_ miles x \_\_\_\_\_ cents per mile = \$ \_\_\_\_\_

Meals: 10-25 (\$16)/10-26 & 27 (\$29) \$ 74.00

Lodging: PO 31599 \$ 225.57

Registration Fees: \$ \_\_\_\_\_

Other Expenses: \_\_\_\_\_ \$ \_\_\_\_\_

**Total (estimate):** \$ 299.57

\*\*\*\*\*

Submitted by: Kevin Drolc Chief Kevin Drolc

Submitted to City Council for Approval on \_\_\_\_\_



Shauna Fassett &lt;shaunaf@priceutah.net&gt;

---

**Fwd: Arbinger Training**

2 messages

**Bill Barnes** <billb@priceutah.net>

Thu, Aug 27, 2015 at 8:42 AM

To: Shauna Fassett &lt;shaunaf@priceutah.net&gt;, Ralph Vose &lt;Ralphv@priceutah.net&gt;, Kelly Maynes &lt;kellym@priceutah.net&gt;

Ralph - You have been scheduled for Arbinger training on October 26 and 27. You will have to be up there the night of October 25. They will be sending you some materials and a book to read prior to attending.

Shauna - Please make arrangements for this to be on the council agenda, for per diem, and for lodging, Sunday the 25th and Monday the 26th.

Thanks - Bill

----- Forwarded message -----

From: **Marilynn Beesley** <marilynn@utahtrust.gov>

Date: Thu, Aug 27, 2015 at 8:14 AM

Subject: Re: Arbinger Training

To: Bill Barnes &lt;billb@priceutah.net&gt;

Good morning, Bill - I got your voice mail message in addition to this email. Yes, we're having a 2-day Arbinger training on October 26-27. I've added Ralph Vose to the list. Does he have a title? I'll mail a book to him shortly. Thanks so much, and have a great day!

**MARILYNN S. BEESLEY** Executive Assistant

o 801.936.6400 marilynn@utahtrust.gov

**UTAH LOCAL GOVERNMENTS TRUST**

55 South Highway 89, North Salt Lake, UT 84054

o 801.936.6400 t 800.748.4440 f 801.936.0300 www.utahtrust.gov

Training &amp; Events

-----  
CONFIDENTIALITY NOTE: This email and any attachments are confidential and may be protected by legal privilege. If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of this email or any attachment is prohibited. If you receive this email in error, please notify us immediately by returning it to sender and delete this copy from your system.

On Aug 26, 2015, at 3:56 PM, Bill Barnes <billb@priceutah.net> wrote:

Marilyn - I understand you are having an Arbinger training coming up on October 26 - 27 in North Salt Lake. We would like to schedule Officer Ralph Vose to attend this session. Please let me know if you have room and if I need to complete a registration or something else for him. Thanks - Bill

—  
Capt. Bill Barnes  
Price City Police  
910 N 700 E  
Price, UT 84501  
435-636-3002  
435-650-6679



**Hampton Inn Salt Lake City-North**

2393 South 800 West, Woods Cross, Utah, 84087, USA  
+1-801-296-1211

**Reservation Confirmation # 84945573****Hotel**

Hampton Inn Salt Lake City-North  
2393 South 800 West  
Woods Cross, Utah 84087  
USA  
Phone: +1-801-296-1211

**Stay Information**

Arrival: Sunday, 25 Oct 2015  
Departure: Tuesday, 27 Oct 2015  
1 room for 2 nights

Early check-in cannot be guaranteed. Contact the hotel to inquire about early check-in or late check-out. Hotel check-in time is 3:00 pm and check-out is at 12:00 pm.

**Room and Plan Selection****Room:**

1 adult  
1 KING BED NONSMOKING 

Price (1 night x 98.10)	98.10
Price (1 night x 103.55)	103.55
Taxes	23.92
Room Subtotal	225.56
AARP	

**Guest Information**

Guest name: Ralph Vose  
Additional Guests:  
Address type: Work  
Address: On file  
Email: On file  
Phone: On file

**Payment Information**

Card type: Visa  
Card number: \*\*\*\*\*1755  
Expiration: Jan 2018

**Total for stay: \$225.57 USD**

***Utah State Fire Chiefs Association  
Winter Meeting & Leadership Symposium***

***January 6-7, 2016***

***Wednesday***

***Hosted Breakfast 8:00 am***

***Business meeting 9:00 am-12:00 PM***

***Thursday***

***9:00 AM to 3:00 PM***

***“Digital Imagery & Social Media in the Fire Service”***

***J. Curtis Varone, Deputy Chief (ret.)/Attorney***

***“Affordable Care Act - The Train Coming Down the Tracks”***

***Mike Metro, Chief Deputy (ret.) L.A County Fire Department***

***Hilton Garden Inn, 1731 South Convention Center Drive  
St. George, UT 84790***

***--Lunch Provided--***

***Welcome Reception following!***

***6:00 PM, Dixie Center  
Hors d'oeuvres will be served  
--NO COST TO ATTENDEES--***

---

# 2016 Winter Fire School Class List

January 8 & 9, 2016

Register Here (Starting Nov 2<sup>nd</sup> at 0800)

## FRIDAY & SATURDAY CLASSES (0800 to 1700)

Course#	Class Title	Lead Instructors	Location	Enrollment Limit	Roll
74001	<u>Advanced ICS I-400</u>	Bistryski	Dixie Center-Sunbrook A	24	Roll
74002	<u>Down &amp; Dirty, Hydraulics 101</u>	Byrnes	Washington Fire Station #61	20	Roll
74003	<u>Fire Service Instructor I</u>	Koger/Weibel	Dixie Center - Zion	14	Roll
74004	<u>Fire Service Instructor I</u>	Stout/Archuleta	Dixie Center - Snow	14	Roll
74005	<u>Human Factors: Followership to Leadership</u>	Woolsey	Dixie Center-Sunbrook C	24	Roll
74006	<u>Rope Rescue</u>	Harbach	Dixie ATC / Zion's Bank Parking Structure	16	Roll
74007	<u>Fireground Operations in the Urban Interface</u>	Taylor	Dixie Center-Sunbrook B	24	Roll
74008	<u>Wilderness Medicine First Responder</u>	Mittelman	Hilton - Mariposa	24	Roll

## FRIDAY MORNING CLASSES (0800 to 1200)

Course#	Class Title	Lead Instructors	Location	Enrollment Limit	Roll
---------	-------------	------------------	----------	------------------	------

74016	<u>Basic Apparatus Maintenance</u>	Allen	Dixie Center - Entrada C	24	Roll
74017	<u>Essentials of Leadership and Changing the Culture in the Fire Service, a Ten Step Process</u>	Metro	Dixie Center - Ballroom C	60	Roll
74018	<u>Emergency Apparatus Driving Simulator (EADS)</u>	Young	Parking Lot	8	Roll
74019	<u>Fighting Fires with Limited Resources</u>	Hammer	Dixie Center - Ballroom B	40	Roll
74020	<u>Firefighter Safety: Mistakes and Best Practices</u>	Gasaway	Dixie Center - Ballroom D	60	Roll
74021	<u>First Response Tactical Casualty Care</u>	McCombs	Dixie Center - Entrada A	24	Roll
74022	<u>Hands On Fire Investigation</u>	Andrew/Young	Dixie Center - Ballroom E	8	Roll
74023	<u>Juvenile Firesetter Program</u>	State Fire Marshal	Hilton - Primrose	20	Roll
74024	<u>Live Fire Training - Fire Behavior (Flashover)</u>	Phillips	Dixie ATC	14	Roll
74025	<u>Live Fire Training - Initial Fire Attack</u>	Phillips	Dixie ATC	14	Roll
74026	<u>Live Fire Training - Initial Fire Attack</u>	Phillips	Dixie ATC	14	Roll
74027	<u>Real World Strategy and Tactics</u>	Stein/Mittendorf	Dixie Center - Ballroom A	60	Roll
74028	<u>Successfully Transitioning from Company Officer to Chief Officer</u>	Prziborowski	Dixie Center - Ballroom F	40	Roll

### FRIDAY AFTERNOON CLASSES (1300 to 1700)

Course#	Class Title	Lead Instructors	Location	Enrollment Limit	Roll
74029	<u>Art of Reading Buildings</u>	Mittendorf	Dixie Center - Ballroom E	60	Roll
74030	<u>Basic Apparatus Maintenance</u>	Allen	Dixie Center - Entrada C	24	Roll
74031	<u>Can't We All Just Get Along</u>	Stein	Dixie Center -	60	

			Ballroom A		
74032	<u>Emergency Apparatus Driving Simulator (EADS)</u>	Young	Parking Lot	8	Roll
74033	<u>Ensuring Safety and Positive Public Relations is Not Just Lip Service</u>	Prziborowski	Dixie Center - Ballroom F	60	Roll
74034	<u>Fire Service as a Competitor and the Affordable Care Act. The Train Coming Down the Tracks for the Fire Service</u>	Metro	Dixie Center - Ballroom C	60	Roll
74035	<u>First Response Tactical Casualty Care</u>	McCombs	Dixie Center - Entrada A	24	
74036	<u>Flawed Situational Awareness: The Stealth Killer of First Responders</u>	Gasaway	Dixie Center - Ballroom D	60	Roll
74037	<u>Live Fire Training - Fire Behavior (Flashover)</u>	Phillips	Dixie ATC	14	Roll
74038	<u>Live Fire Training - Initial Fire Attack</u>	Phillips	Dixie ATC	14	Roll
74039	<u>Live Fire Training - Initial Fire Attack</u>	Phillips	Dixie ATC	14	Roll
74040	<u>Principles of Modern Fire Attack</u>	Hunt	Dixie Center - Entrada B	30	Roll
74041	<u>Wildland Fire Investigation</u>	Hammer	Dixie Center - Ballroom B	24	Roll
74042	<u>Wildland Urban Interface Code</u>	Lutz	Hilton - Sage	24	Roll

### FRIDAY EVENING CLASSES (1800 to 2200)

Course#	Class Title	Lead Instructors	Location	Enrollment Limit	Roll
74043	<u>Live Fire Training - Fire Behavior (Flashover)</u>	Phillips	Dixie ATC	14	Roll
74044	<u>Live Fire Training - Initial Fire Attack</u>	Phillips	Dixie ATC	14	Roll
74045	<u>Live Fire Training - Initial Fire Attack</u>	Phillips	Dixie ATC	14	Roll

## FRIDAY ALL DAY CLASSES (0800 to 1700)

Course#	Class Title	Lead Instructors	Location	Enrollment Limit	
74009	<u>Arson Investigation for First Responders</u>	Hohbein/Thatcher	Hilton - Cliffrose	30	Roll
74010	<u>Extrication</u>	Gates	Dixie ATC	40	Roll
74011	<u>Firefighter Survival: Getting the Most Out of Your SCBA</u>	Crandall	Dixie Center - Entrada B	24	Roll
74012	<u>Fireground Operations for Small Departments (MCTC)</u>	Peterson	Parking Lot	12	Roll
74013	<u>PPE/SCBA/Search and Rescue</u>	Sloan	Hilton - Sage	24	Roll
74014	<u>Surface Ice Rescue Awareness Operations</u>	Tibbets	Hilton - Sego Lily	25	Roll
74015	<u>Ventilation Tactics</u>	Corrigan	Parking Lot	25	Roll

## SATURDAY MORNING CLASSES (0800 to 1200)

Course#	Class Title	Lead Instructors	Location	Enrollment Limit	Roll
74053	<u>Basic Apparatus Maintenance</u>	Allen	Dixie Center - Entrada C	24	Roll
74054	<u>CHAOS Should Not Stand For Captain (or Chief) Has Arrived on Scene</u>	Prziborowski	Dixie Center - Ballroom F	60	Roll
74055	<u>Emergency Apparatus Driving Simulator (EADS)</u>	Young	Parking Lot	8	Roll
74056	<u>Follow the Money, New Revenue Streams for Fire Based EMS &amp; Best Practices, Innovative Fire Based EMS Programs</u>	Metro	Dixie Center - Ballroom C	60	Roll
74057	<u>Fighting Fires with Limited Resources</u>	Hammer	Dixie Center - Ballroom B	40	Roll
74058	<u>Firefighter Safety: Mistakes and Best Practices</u>	Gasaway	Dixie Center - Ballroom D	60	Roll
74059	<u>First Response Tactical Casualty Care</u>	McCombs	Dixie Center - Entrada A	24	Roll

74060	<u>Hands on Fire Investigation</u>	Andrew/Young	Dixie Center - Ballroom E	8	Roll
74061	<u>Junenile Firesetter Program</u>	State Fire Marshal	Hilton - Primrose	20	Roll
74062	<u>Live Fire Training - Fire Behavior (Flashover)</u>	Phillips	Dixie ATC	14	Roll
74063	<u>Live Fire Training - Initial Fire Attack</u>	Phillips	Dixie ATC	14	Roll
74064	<u>Live Fire Training - Initial Fire Attack</u>	Phillips	Dixie ATC	14	Roll
74065	<u>Real World Strategy and Tactics</u>	Stein/Mittendorf	Dixie Center - Ballroom A	60	Roll

### SATURDAY AFTERNOON CLASSES (1300 to 1700)

Course#	Class Title	Lead Instructors	Location	Enrollment Limit	Roll
74066	<u>The 2016 Company Officer - Are you up for the challenge?</u>	Prziborowski	Dixie Center - Ballroom F	60	Roll
74067	<u>Art of Reading Buildings</u>	Mittendorf	Dixie Center - Ballroom E	60	Roll
74068	<u>Basic Apparatus Maintenance</u>	Allen	Dixie Center - Entrada C	24	Roll
74069	<u>Can't We All Just Get Along?</u>	Stein	Dixie Center - Ballroom A	60	Roll
74070	<u>Emergency Apparatus Driving Simulator (EADS)</u>	Young	Parking Lot	8	Roll
74071	<u>First Response Tactical Casualty Care</u>	McCombs	Dixie Center - Entrada A	24	Roll
74072	<u>Lightweight and New Construction and its effects on the Fire Service</u>	Gasaway	Dixie Center - Ballroom D	60	Roll
74073	<u>Live Fire Training - Fire Behavior (Flashover)</u>	Phillips	Dixie ATC	14	Roll
74074	<u>Live Fire Training - Initial Fire Attack</u>	Phillips	Dixie ATC	14	Roll
74075	<u>Live Fire Training - Initial Fire Attack</u>	Phillips	Dixie ATC	14	Roll

74076	<u>Principles of Modern Fire Attack</u>	Hunt	Dixie Center - Entrada B	30	Roll
74077	<u>Recruitment and Retention for Volunteer Fire Departments</u>	Lutz	Hilton - Sage	24	Roll
74078	<u>The Three Pillars of Retail Success and How they Apply to Today's Fire Service</u>	Metro	Dixie Center - Ballroom C	60	Roll
74079	<u>Wildland Fire Investigation</u>	Hammer	Dixie Center - Ballroom B	24	Roll

### SATURDAY ALL DAY CLASSES (0800 to 1700)

Course#	Class Title	Lead Instructors	Location	Enrollment Limit	Roll
74046	<u>Arson Investigation for First Responders</u>	Hohbein/Thatcher	Hilton - Cliffrose	30	Roll
74047	<u>Extrication</u>	Gates	Dixie ATC	40	Roll
74048	<u>Firefighter Survival: Getting the Most Out of Your SCBA</u>	Crandall	Dixie Center - Entrada B	24	Roll
74049	<u>Fireground Operations for Small Departments (MCTC)</u>	Peterson	Parking Lot	12	Roll
74050	<u>PPE/SCBA/Search and Rescue</u>	Sloan	Hilton - Sage	24	Roll
74051	<u>Surface Ice Rescue Awareness Operations</u>	Tibbets	Hilton - Sego Lily	25	Roll
74052	<u>Ventilation Tactics</u>	Corrigan	Parking Lot	25	Roll